Subj:

Membership

Date:

6/21/00 9:18:59 AM Eastern Daylight Time

From:

alivadas@vironex.com (Alan Livadas)

To: pat@nda4u.com ('pat@nda4u.com')

Pat

Thank you for your membership package. I have a couple of questions that I thought you may be able to help me with.

First of all, Vironex has five offices spread across the country with teams of 5 to 15 people in each. All have regional managers, with appropriate drilling licenses for the area, and varying levels of drillers and helpers.

Question: How do we set up a membership for the whole company whereby all offices and members participate?

Also, Vironex does primarily environmental w ork, from sampling to well installation to remediation. Most of the w ork uses DPT (Direct Push Technology) rigs such as Geoprobe, some of the w ork requires more traditional drilling w ith hollow stem augers. Question: Is there much focus on DPT w ork and DPT applications w ithin the NDA?

Finally, all of our regional offices and managers require that we meet local drilling licensing and protocol, whether the local regulators require it or not. Question: What states are considering the NDA certifications as the basis for licensing in their state?

Again, thank you for the packet of information and I look forward to hearing from you.

Alan Livadas
Vironex, Inc.
512 Interchange Boulevard
New ark, DE 19711
302-453-0700 Phone
302-453-0701 Fax
w w w .vironex.com

Return-Path: <.alivadas@vironex.com>

Received: from rly-yc02.mx.aol.com (rly-yc02.mail.aol.com [172.18.149.34]) by air-yc02.mail.aol.com (v74.17) with ESMTP; Wed, 21 Jun 2000 09:18:59 -0400

Received: from pegweb2.pegweb.com ([205.252.170.1]) by rly-yc02.mx.aol.com (v74.17) with ESMTP; Wed, 21 Jun 2000 09:18:43 2000

Received: from depdc.vironex.com ([216.155.34.77]) by pegweb2.pegweb.com (Post.Office MTA v3.5.3 release 223 ID# 0-12345L500S10000V35)

with ESMTP id com for <.pat@nda4u.com>;

Wed, 21 Jun 2000 09:15:33 -0400

Received: by DEPDC with Internet Mail Service (5.5.2650.21)

id <.LXCX6DNN>; Wed, 21 Jun 2000 09:24:14 -0400

Message-ID: <.C9415A16C59AD31187E7009027DE82030439EC@DEPDC>

From: Alan Livadas <.alivadas@vironex.com>
To: "'pat@nda4u.com'" <.pat@nda4u.com>

Subject: Membership

Date: Wed, 21 Jun 2000 09:24:11 -0400

MIME-Version: 1.0

X-Mailer: Internet Mail Service (5.5.2650.21)

Content-Type: text/plain; charset="iso-8859-1"

RE: Membership Subj:

6/21/00 3:17:46 PM Eastern Daylight Time Date: From: ragarrar@southernco.com (Garrard, R. Alan) To: Paddyobie@aol.com ('Paddyobie@aol.com')

We do not focus on DPT work or applications, although we have members that own or have owned DPT drill rigs and equipment. This may have been an area that Tom Ruda was considering adding to our driller's handbook. Simco makes this type of drill rig, and it may be that they could assist us with learning more on w ho supports or represents this type of drilling contractor. I do not know of any other states considering our certification as a basis for licensing. This is probably because we have never marketed or even really adapted a real certification process. It would be interesting to know how West Virginia adopted us. There has got to be a story behind that, and it may be one that we could publish in Drill Bits. Mike Tiani may be helpful on this point.

> ---- Original Message-----

> From: Paddyobie@aol.com [SMTP.Paddyobie@aol.com]

> Sent: Wednesday, June 21, 2000 12:41 PM

R.A.Garrard@scsnet.com > To: > Subject: Fw d: Membership

> Alan:

> Are you able to offer some assistance on the focus on DPT work and DPT

> applications within the NDA and what states are considering the NDA

> certifications as the basis for licensing in their state? I think only

> Virginia that I know of now. Appreciate your help. Thanks.

> Best regards,

> Pat

> Patrick O'Brien, Executive Director

> National Drilling Association

> 6089 Frantz Road, Suite 101

> Dublin, OH 43017

> Tel: 614-798-8080

> Fax: 614-798-2255

> e-mail: pat@nda4u.com

> w w w .nda4u.com << Message; Membership >>

- Headers --

Return-Path: <.ragarrar@southernco.com>

Received: from rly-za03.mx.aol.com (rly-za03.mail.aol.com [172.31.36.99]) by air-za04.mail.aol.com (v74.17) with ESMTP;

Wed, 21 Jun 2000 15:17:45 -0400

Received: from alxapex01.southernco.com (socp-b.scsnet.com [146.126.51.51]) by rly-za03.mx.aol.com (v75.16) with

ESMTP: Wed, 21 Jun 2000 15:17:07 -0400

Received: by alxapex01.southernco.com with Internet Mail Service (5.5.2652.33)

id <.NCHM69BC>; Wed, 21 Jun 2000 14:17:07 -0500

Message-ID: <8FF192E52F6DD211B11D006008CF3EE4024A3B30@gaxgpex19.southernco.com>

From: "Garrard, R. Alan" < .ragarrar@southernco.com> To: "'Paddyobie@aol.com" <.Paddyobie@aol.com>

Subject: RE: Membership

Date: Wed, 21 Jun 2000 14:17:05 -0500

MIME-Version: 1.0

X-Mailer: Internet Mail Service (5.5.2652.33)

Content-Type: text/plain



To telefaxno: 001-614-798-2255

TO: NDA

ATT: Pat O'Brien

FROM: ANDERS ODÉN

DATE: 2000-08-25

Number of pages (Incl this page):1

SUBJECT: The 2000 NDA Convention

Dear Pat,

Thank you for your quick response (Why did we not get any invitation and information before?).

From the program I can't see when the committee meetings take place. Will there be a meeting with the DCDMA committee ?

Best regards

8-25-00 DANLA

IFRI, 17:00-1100PM DCDMA MTG.

6-10 PROPUE

# National Drilling Association • Fax

To:

Anders Odén

Company:

Atlas Copco Craelius AB

Fax No:

46-8 591 187 82

From: Fax No: Patrick O'Brien 614-798-2255

E-mail:

pat@nda4u.com

Date:

No. Pages:

August 25, 2000

Re:

2000 NDA Convention

#### Dear Anders:

I am puzzled as to why you have not received our mailings for the Convention. Have you received other mailings from us? We have your contact information as:

Atlas Copco Craelius AB Anders Odén Bristagatan 13 S-195 82 Marsta SWEDEN

Tel: 46-8 591 785 00 Fax: 46-8 591 187 82

David Neibert (DCDMA Chairperson) will hold a DCDMA Committee meeting on Friday, October 6 from 12:00-1:00 PM just prior to the exhibits. I look forward to seeing you there.

Best regards,

Patrick O'Brien **Executive Director**  Subj: Re: October 2000 Convention

Date: 9/5/00 2:39:46 PM Eastern Daylight Time

From: Paddyobie

To: david.cookston@hhss.state.ne.us

CC: R.A.Garrard@scsnet.com

Dear David:

I am sorry to learn that you are disappointed with 2000 Convention agenda. It is often a difficult challenge to address the needs of everybody. If all the membership wanted at the convention was training sessions we would not need to go to San Diego. However, my understanding of what the membership is asking for is both a learning opportunity and some opportunities to network with people in the drilling industry once per year.

The program agenda was set up to allow those members who wanted to enjoy some recreational activities to arrive early and do so. Those that are just interested in just the business sessions can arrive late on Thursday evening, attend the presentations in the morning and exhibits in the afternoon on Friday, attend the morning sessions on Saturday and depart. Those that would like to extend their stay can do so as well.

We have only assumed management of NDA for a few months and had little latitude with the agenda, location, etc. I manage other trade associations and attend many other conventions and believe that the NDA Convention is a good mix of networking and technical sessions, especially with such a short time to put this all together. I also believe that training is not something that should be done once per year at a convention. That is why NDA participates in SEDC and in addition is in discussion with a community college to establish formal training programs for our members and others in the drilling industry. This training would be conducted throughout the year and would expand as required to meet the needs of the drilling industry.

Lagree with you that we can do a better job for the 2001 Convention and invite you to become part of the process of developing the agenda. Please help suggest topics, speakers, sessions that will meet your needs and those of others as well. If we all work together Lamsure we can make a better future for the drilling industry and look forward to working with you to accomplish this goal. Thanks for you interest and for taking the time to provide your input. I wish others would do this as well.

Best regards, Pat

Patrick O'Brien, Executive Director National Drilling Association 6089 Frantz Road, Suite 101 Dublin, OH 43017 Tel: 614-798-8080

Fax: 614-798-2255 e-mail: pat@nda4u.com w w w .nda4u.com Subj: October 2000 Convention

Date: 9/5/00 12:53:46 PM Eastern Daylight Time

From: david.cookston@hhss.state.ne.us

To: info@nda4u.com

To whom it may concern:

I am disappointed with the agenda of the up coming convention in San Diego, California. Much of the work that wie do as regulatory agency is education of the public. A quick look at the agenda for the convention is nothing short of a social gathering. Let's not loose the focus of where this industry has been, is currently and what more importantly, where it will be in the future.

The industry is crying for young blood to come in and begin to replace those of us that have been in the industry a number of years. Young people will not enter the industry if it appears that we are going off to have a week of fun with little or no educational opportunities. The convention program should be full of educational classroom style opportunities. The afternoon should be an opportunity to demonstrate those ideas learned in the morning and used in the afternoon to reenforcement those ideas and concepts. The 1999 Convention in St. Louis was trying to do this very thing. I was planning on sending members of my field staff to this years convention until I saw the agenda. It was poorly planned. I enjoy the golfing and many of the other activities that are on the agenda, but lets be honest, lets put work and work safety first and leisure activities after work. How can we go home at night after a hard working if we haven't used some form of safety, be it taught or common sense.

I have just finished reading the minutes of the last board meeting and the plans to have the 2001 Convention in St. Petersburg, Florida. Since the NDA is currently trying to plan better for the future, lets start new in St. Petersburg and have a convention similar to SEDC and NGWA Conventions. A convention full of learning opportunities. We can still have a good time and learn something new or maybe be reminded of something that we should be doing but have become lacks with age and time. I am looking to the future and a better planned Convention Schedule in the future.

Sincerely,

David Cookston, P.G Program Manager Water Well and Pump Installation Standards Program Nebraska Department of Health and Human Services Regulation and Licensure

Return-Path: <david.cookston@hhss.state.ne.us>

Received: from rly-za02.mx.aol.com (rly-za02.mail.aol.com [172.31.36.98]) by air-za02.mail.aol.com (v75\_b3.11) with

ESMTP; Tue, 05 Sep 2000 12:53:46 -0400

Received: from pegweb2.pegweb.com ([205.252.170.1]) by rly-za02.mx.aol.com (v75\_b3.9) with ESMTP; Tue, 05 Sep 2000

12:53:18 -0400

Received: from HHSSMail01.HHS.State.NE.US ([164.119.10.39])

by pegweb2.pegweb.com (Post.Office MTA v3.5.3 release 223

ID# 0-12345L500S10000V35) with ESMTP id com for <info@nda4u.com>;

Tue, 5 Sep 2000 12:48:32 -0400

Subject: October 2000 Convention

To: info@nda4u.com

X-Mailer: Lotus Notes Release 5.0.2a November 23, 1999

Subj: Date: 12/6/00 1:36:55 AM Eastern Standard Time From: geotex@atyrau.asdc.kz (AES-Atyrau) Reply-to: geotex@atyrau.asdc.kz (AES-Atyrau) To: info@nda4U.com Dear Sirs! We would appreciate, if you will send us all informations by the following equipments: 1. Hoverprove 2000 2. Kimball Provides Site Assessment Work (?) 3. The Boart Longyear Rover If you are able, please, give a reply on Russian languages or give of adresses your branches in Russia or Kazakhstan. Thank you, Arman A. <!DOCTY PE HTML PUBLIC "-//W3C//DTD HTML 4.0 Transitional//EN"> <HEAD> <META content="text/html; charset=koi8-r" http-equiv=Content-Type> <META content="MSHTML 5.00.2614.3500" name=GENERATOR> <STYLE></STYLE> </HEAD> <DIV>Dear Sirs!</DIV> <DIV>&nbsp:</DIV> <DIV>We would appreciate, if you will send us all informations by the following equipments:</DIV> <DIV>1. Hoverprove 2000</DIV> <DIV>2. Kimball Provides Site Assessment Work (?)</DIV> <DIV>3. The Boart Longyear Rover</DIV> <DIV>If you are able, please, give a reply on Russian languages or give of adresses your branches in Russia or Kazakhstan.</DIV> <DIV>&nbsp;</DIV> <DIV>Thank you,</DIV> <DIV>Arman A.</DIV> ----- Headers -Return-Path: <geotex@atyrau.asdc.kz> Received: from rly-za01.mx.aol.com (rly-za01.mail.aol.com [172.31.36.97]) by air-za04.mail.aol.com (v77.14) with ESMTP; Wed, 06 Dec 2000 01:36:54 -0500 Received: from ns.pegweb.com ([205.252.170.1]) by rly-za01.mx.aol.com (v76\_r1.19) with ESMTP; Wed, 06 Dec 2000 01:36:28 -0500 Received: from kazmail.asdc.kz ([193.193.255.65]) by ns.pegweb.com (Post.Office MTA v3.5.3 release 223 ID# 0-12345L500S10000V35) with ESMTP id com for <info@nda4U.com>; Wed, 6 Dec 2000 01:35:28 -0500 Received: from LocalHost (dial-atyrau17.asdc.kz [193.193.225.180]) by kazmail.asdc.kz (8.11.1/8.11.1) with ESMTP id eB66bgW31206 for <info@nda4U.com>; Wed, 6 Dec 2000 12:37:53 +0600 Message-ID: <000301c05f4e\$ae2ac420\$b4e1c1c1@LocalHost> Reply-To: "AES-Atyrau" <geotex@atyrau.asdc.kz> From: "AES-Atyrau" < geotex@atyrau.asdc.kz>

To: <info@nda4U.com>

Subject:

Subj: Re:

Date: 12/8/00 9:20:25 AM Eastern Standard Time

From: Paddyobie

To: geotex@atyrau.asdc.kz

Dear Arman A.:

Thank you for your e-mail. The contact information your requested is as follows:

- 1. Hoverprobe info-contact Hugh Scott or John Clarke, P.E. at info@mpidrilling.com or w eb site w w w .mpidrilling.com
- 2. Kimball info-contact Pat Replogle at e-mail replop@lrkimball.com
- 3. Boart Longyear info-contact George Burnhart at e-mail sales@boartlongyear.com

I hope this information will be helpful to your efforts.

Best regards,

Pat

\_\_\_\_\_\_

Patrick O'Brien, Executive Director National Drilling Association 6089 Frantz Road, Suite 101 Dublin, OH 43017

Tel: 614-798-8080 Fax: 614-798-2255 e-mail: pat@nda4u.com www.nda4u.com Hey Al/Pat,

Its been a long time since I've sent any communications to you gentlemen. I belong to a geology group from

Ohio State University who regularly send out information of a purely scientific nature. I just received notice of a

new individual who was added to the group from Minnesota. I went on line and copied some of the info. from his

website and it is included in this message. We may want to contact him as a resource of the NDA.

This is part of the message sent to me today.

I just came back from South Carolina where the insurance group had a full board meeting to discuss the events of

the past four months. Al, please call me at my office when you have a chance (about a half hour) and we can go over the events. I spoke with Marty Hughes in great depth and he is planning on attending the board meeting of the NDA in June.

I also will make every attempt to be down there on June 22.

Talk to you later,

ΑI

"FIELD GUIDE FOR GLACIAL STRATIGRAPHIC ANALYSIS for environmental and engineering projects

Improve the accuracy of your boring logs
Enhance your sediment descriptions
Prepare consistent descriptions and boring logs
Accurately classify soil in the field using the USCS
Analyze the data as drilling progresses
Characterize glacial sequences in the field

The FIELD GUIDE FOR GLACIAL STRATIGRAPHIC ANALYSIS is a double-sided, plastic-coated guide for making accurate and complete sediment descriptions on field boring logs. It is intended to improve the analysis of sedimentary glacial successions applied to both environmental and engineering projects."

The Midwest GeoSciences Group is a self-supported organization formed for the sole purpose of geoscience education. The Midwest GeoSciences Group conducts workshops, short courses, and field trips focusing on the geologic environment in the Midwestern United States.

The Midwest GeoSciences Group 6771 County Road 8 Waverly, Minnesota 55390

Questions? Call Dan Kelleher at: (763) 551-2435 or just email: COLLEEN,

WAY DON'T YOU MANE
CONTACT UP DAN AND
SEE WHAT WE MAY
BE ABLE TO DO
TOGETHER. THANKS, P
6/1/01

eoja de envío de fax				
PARA:		DA:	<del></del>	
		PAULA		
ORGANIZACIÓN:		PECHAI		
NAT'L DRILLING ASS'N		21 DE FEBRUARY DE 2001		
NÚMERO DE FAX:		Nº TOTAL DE PÁGINAS, PORTADA INCLUIDA:		
0018037650850		1		
NÚMERO DE TELÉFONO:		n" de referencia del remitente:		
0018032525646	5			
ASUNTO:		su nº de riiferencia:		
DURGENTE	□ PARA REVISAR	COMENTARIOS	☑ RESPONDA	□ raciclar
fioras v	Comentarios:	10 a s	** **	<u> </u>

DEAR SIRS.

WE ARE A SPANISH ENTERPRISE DEDICATED TO THE EXTRACTION OF GRANITE, WITH OUR OWN QUARRIES.

THE AMERICAN EMBASSY IN MADRID GAVE US YOUR FAX NUMBER.

WE ARE TRYING TO FIND ENTERPRISES THAT MANUFACTURE OR SELL THE FOLLOWING MATERIAL:

- CONIC RODS (12° TAPERED, SIZE 2.4 AND 3.2)
- CONIC BITS (7 BUTTOM BALISTIC, 22mm)
- INTEGRAL DRILL RODS

WAITING FOR YOUR ANSWER.

MINERA DE ROCAS, S.L.

FEB. 22, 2001

-> DAVID NEIBERT, CAN ANY OF THE NOA MANUFACTURERS SUPPLY THESE ITEMS?

> ANTONIO PACORRO, N°21 1° C 36880 A CAÑIZA TEL:986/66 30 05 FAX:986/65 15 73 E-MAIL: MINURAGMINERADIROGISES

> > BEST REGREDS,

# 9-25-01 DAVE CHAFFMAN

· ENT STOP OF NOWING - LETT

TATE SOLD AFTER IF THERE IS A FIT

Subj: FW: Columbia Technologies

Date: 8/31/01 11:15:18 AM Eastern Daylight Time From: dchaffman@columbiadata.com (Dave Chaffman)

To: pat@nda4u.com (Patrick o'Brien)

Hello Patrick:

This is David Chaffman, I spoke with you several times earlier this year regarding ENI-Net's electronic procurement platform for The National Drilling Association.

Well, I am no longer with ENI-Net anymore, but I did have your contact information and wanted re-establish our relationship.

I have moved back into the environmental services arena as the VP of Sales for Columbia Technologies out of Baltimore, MD. We have opened two new offices in Florida, one in Jacksonville and one in Daytona Beach, which will continue to support projects in the Southeast.

Columbia Technologies provides onsite services in the Membrane Interface Probe (MIP), Mobile Laboratories, Direct Push Technologies (DPT), Injection Remediation Services and Onsite Vertical Profiling arenas.

We are currently working with a number of Prime Consultants with Drilling subcontractor needs as well as the service our company provides. I remember you told me that the NDA was going to be relocating to the Sarasota, FL area, so I wanted to re-establish the contact.

We are very interested in learning more about the National Driller Association and see if Columbia Technologies could benefit from membership in your association. We believe there could be a fit by introducing Columbia Technologies to the members of the NDA and trying to formulate teaming and alliance partners for our technology. We are interested in exploring other Drillers and Geo-probe companies, which we can couple our Membrane Interface Probes (MIP) with their rigs and systems to provide new technology for onsite assessments and vertical profiling to their clients.

I would appreciate the chance to speak with you at you convenience and share some more in-depth information about Columbia Technologies and get you input about the NDA.

Thanks for your time and I will try and get you a ring next wieek. It's unfortunate that things didn't work out in our previous business relationship, but I feel lucky I got the chance to meet you and hope wie can forge a friendship and business relationship in this new venture.

Dave

David M. Chaffman
Vice President, Sales
Columbia Technologies
Email Address: dchaffman@columbiadata.com
Office 1-386-451-6252
Fax 1-386-255-1292

Visit our w ebsite at http://w w w .columbiadata.com

Membrane Interface Probe Mobile Laboratories Direct Push Technologies Injection Remediation Services Columbia Technologies, LLC 301 Indigo Drive Daytena Beach, FL Daytena Beach, FL

lest ressess lest radalulos sent email 101

COLLERN, COLLERN, NAME

GET MODDESS & MAIL PROSPISET WIT.

THAN COLLE BACK TO ME FOR FOLLOWAR.

THANKS,

Subj: Fwd: message from Russia

Date: 12/18/01 6:01:49 PM Eastern Standard Time

From: Paddyobie

To: ackerdrl@epix.net, Dave B@Farwestair.com

To: ddi@csinet.net, earthex@att.net, hoffman@penn.com

To: info@simcodrill.com, mtx@a1above.net
To: neibert@cmeco.com, nndrilling@ncx.com
To: noul@westoms.bborresp.featuring.acm

To: paul@westemrubbermanufacturing.com

To: sales@starironworks.com

CC: ragarrar@southernco.com, garic@kirovsk.mels.ru

CC: colleen@nda4u.com

To: NDA Manufacturer Members

NDA has received the attached request for information from a teacher at a mining technical college in Russia. If you are able to provide any information please send the information directly. Thanks for your help.

Best regards,

Pat

\_\_\_\_\_\_\_\_\_

Patrick O'Brien, Executive Director National Drilling Association 10901D Roosevelt Blvd. N, Suite 100 St. Petersburg, FL 33716

Tel: 727-577-5006 Fax: 727-577-5012 e-mail: pat@nda4u.com www.nda4u.com

Forwarded Message:

Subj: message from Russia

Date: 12/18/01 9:25:28 AM Eastern Standard Time

From: garic@kirovsk.mels.ru (lgor Vacilevich)

To: info@nda4u.com

For the

National Drilling Association

Hello!

Thank you for your attention to me.

I shell be very concise.

I'm teacher of mining technical college

and I have some problems with process of study,

but I haven't enough technical literature

(textbooks, catalogues of equipment, mining journals,

different literature of mining profile).

And I would like to my students know

about your company and your productions or services.

If it's possible, could you send to me

catalogues of your productions or services

(with performance characteristics of equipment, prices).

Thank you very much.

my back address:

Mr. Volunik Igor Vasilevich Komsomolskay St. 8-37 Kirovsk town post code 184256 Murmansk region Russian Federation

From:

"Garrard, R. Alan" <ragarrar@southernco.com>

To:

"O'Brien, Pat" <pat@obrienintl.com>

Cc: Sent:

"Tiani, Mike'" <mtiani@terratestinginc.com> Wednesday, February 27, 2002 10:58 AM

Subject: FW: drill bits etc.

Pat,

This is interesting. You may want to contact this company to see if they may have an interest in the NDA.

R. Alan Garrard SCG&EM - Project Services 8-608-5870 (404) 608-5870 Fax (404-363-4839)

- > ----Original Message----
- > From: pyl [SMTP:rockbits@mail.sc.cninfo.net]
- > Sent: Wednesday, February 27, 2002 4:57 AM
- > To: Garrard, R. Alan
- > Subject: drill bits etc.

>

- > CHANGJIANG EXPORT CORP. OF SICHUAN PROVINCE, CHINA.
- > E-mail:jyfpyl@mail.sc.cninfo.net < <u>mailto:E-mail:jyfpyl@mail.sc.cninfo.net</u>>
- > E-mail:rockbits@mail.sc.cninfo.net
- > <mailto:E-mail:rockbits@mail.sc.cninfo.net>
- > Fax:0086-28-7732988/6920051
- > Tel:0086-28-7789857/7719469
- > Mobile:13980681667

>

Dear sirs,

>

- > We are in the position to supply you the bellow products,if you are
- > interested in any of them please inform me your interested
- > items, quantity, your destination sea port, so that we can quote you

> accordingly.

>

- > 1.Tricone drill bits(oilfield,mining,water well 3 7/8"-26").
- > 2. Hobbing bit for rock breaking.
- > 3. Combination roller cone bits.
- > 4. Roller cone bits for water well drilling.
- > 5. Two stage roller cone bits for water well drilling.
- > 6.Blade bit(for large diameter foundation hole drilling).
- > 7. Reentry bit & hole openers.
- > 8. Spiral type compact bit.

- > 9.DTH hammers & bits (Ingersoll-Rand technology made in China).
- > 10. Tungsten carbide rock drill bits: Button bits, Chisel bits,
- > cross bits, T38, T45, T51, R25, R32, R38, H25....etc.
- > 11.Rock drills(pneumatic & internal combustion type).
- > 12. Integral drill steel threaded integral steel tapered rods,
- > pilot rods, shank rods, extension rods, adapter coupling, bit
- > adapters, guide rods, coupling sleeves.....etc.
- > 13. Hole opener.
- > 14. Safety clamps and slips.
- > 15. Elevator links & Elevators.
- > 16.Manual tongs.
- > 17.Drill stem crossover subs.
- > 18.Tools joints & Bent subs.
- > 19. Thread gauges for rotary shouldered connections.
- > 20. Tubing thread gauges.
- > 21. Casing thread gauges.
- > 22.Line pipe thread gauges.
- > 23. Other types of thread gauges.
- > 24 Rotary taper taps and rotary die collars.
- > 25.Model LT releasing and circulating overshots.
- > 26. Releasing spears.
- > 27. Casing scraper.
- > 28 Stabilizers.
- > 29. Integral stabilizers.
- > 30.Interchangeable sleeve stabilizers.
- > 31.Downhole butterfly safety valve.
- > 32. Centralizers.
- > 33. Top drive drilling system(TDDS) & components.
- > 34.Masts & derricks.
- > 35 Substructures.
- > 36. Drawworks.
- > 37. Crown blocks.
- > 38. Traveling blocks.
- > 39.Rotary tables.
- > 40. Spiral bevel gears and pinions.
- > 41. Hooks.
- > 42. Electromagnetic eddy current brakes.
- > 43. Swivel joint & hammer unions.
- > 44. Shale shakers.
- > 45.NCS-300x2 sand cleaner & NCJ227 sand cleaner.
- > 46.NJ861 mud cleaner.
- > 47.ZCQ 1/4 degasser.
- > 48. Drill collars.
- > 49 Non-magnetic drill collars.
- > 50. Spiral drill collars.
- > 51.Integral heavy wall drill pipes.
- > 52. Square drill pipes.
- > 53. Autoclaves for synthetic quartz.
- > 54. Down-hole drilling motor.
- > 55 Diamond drilling bits Series.
- > 56. Impregnated core bit, casing and rod shoes, reaming shells, PCD

- > or polycrystalline, surface diamond Non-coring bits, PCD bit,
- > reaming shell,thin-wall diamond core bits (such as:NQ, BQ,
- > AQ ....etc.)
- > 57.Air compressors(Ingersoll-Rand technology made in China).
- > 58.Petroleum gas compressor,coal-gas compressor,single-screw
- compressor, diaphragm compressor, natural gas compressure.
- > 59. Casing tong, Type W rotary slip, Type WA safety clamp.
- > 60. Sucker rod(hollow sucker rod and special sucker rod).
- > 61. Choke manifolds, kill manifolds, offshore manifolds.
- > 62. Master bushings and insert bowls with the size from 17 1/2"
- > to 37 1/2".
- > 63. Type QQP60-80/900 convertible tubing spider.
- > 64 Roller kelly bushing,type SL swivel Type SJ auxiliary
- > elevators, manual tong dies and slip inserts.
- > 65. Progressive cavity pump & single screw pump.
- > 66 Control systems for surface mounted BOP stacks.
- > 67.ZQ-series Drill Pipe Power Tongs.
- > 68. Pneumatic Casing Elevator Spider.
- > 69.TQ-series Casing Power tongs.
- > 70. Kelly spinner, Roller kelly bushing.
- > 71. Hydro mechanical drilling jar.
- > 72. The lubricated bumper jars type BXJ.
- > 73. Bumper jars type KXJ.
- > 74. Jarintensifier type YJQ.
- > 75. Hydraulic shock absorber type YJ.
- > 76.Two-way shock absorber type SJ.
- > 77 Reverse circulation junk basket type LL.
- > 78. Surface bumper jar type DJ70.
- > 79. Super fishing jar type CSJ.
- > 80. Hydraulic jars type YSJ.
- > 81. Compensable jars type YBZ.
- > 82. Circulating overshot type LT.
- > 83. Safety joint type AJ.
- > 84. Gate valves, globe valves, ball valve, swing-type check valves,
- > wafer-type check valves,plug valves.....etc.
- > 85. Drilling and production equipment:
- > 800,1000,1500,2000m drilling rigs for shallow hole,ZJ60LC
- > drilling rig, Hydraulic jet device for gas production by water
- > withdrawal and Dehydration device of natural gas for deep
- > depth.
- > 86. Drilling tools:
- Upper(Lower)kelly cock,drill pipe check valve,drill pipe by
- > pass valve, drill pipe float valve, directional key bent sub,
- > 3m short kelly bar, short drill pipe, short drill collar, tool
- > joint and lifting sub etc.
- > 87. Fishing tools & milling tools:
- > Tensile pin tap of various types, big-head pin tap, box tap,
- > reverse circulation junk basket, releasing spear, circulating
- overshot, drilling fishing cup, flat bottom mill shoe, super
- > fishing magnets, mill shoe and taper mill.
- > 88. Production test tools:

- > Packers of various type, hydraulic anchor, casing check valve,
- fixing pressure joint and wellhead pressure-testing packer.
- > 89 Wellhead and Christmas tree and well control equipment:
- Sulfide-resistant wellhead assembly of various types
- > (35MPa/5000psi,70MPa/10000psi),separate and integral casing
- head of various types, throttle manifold and kill manifold,
- > these products conform to the requirements of API
- > specification.
- > 90.F-Series triplex mud pumps & NBB Series Mud Pump, TBW series
- > Mud Pump,PP-120A High-pressure Mud pump.
- > 91.Mud pump liners:
- Standard: EMSCO, IDECO, GARDNER-DENVER, NATIONAL, OILWELL,
- > ELLIS,etc.
- Model:PZ6/7,PZ8/9,PZ10/11,7P-50,8P-80,9P-100/10P130,12P-160.
- > 14P-220,F500/650,F800/1000,FB1300/1600,T800/1000,T1300/1600,
- > A600PT,A850PT,A1700PT,D375,B550F,etc.
- > Size: 4",4 1/2",5",5 1/2",6",6 1/4",6 1/2",6 3/4",7"etc.
- > And other mud pump parts: valves, valve seats, inner bushing of
- > liners....etc.
- > 92.LF down-hole motor.
- > 93.WC pneumatic down-hole hammer.
- > 94. Sulphurproof christmas tree for gas wells.
- > 95. Submersible pump christmas tree for gas well.
- > 96. Jet Grouting System.
- > 97. Flush coupled drill rod.
- > 98.No dig drill rods.
- > 99. Drill pipe box and pin/drilling couple.
- > 100. Fishing magnet.
- > 101. Dual concentric drill pipe.
- > 102.Air driven hollow DTH hammer.
- > 103.Plastic-steel thread protectors.
- > 104.T\$J-600 Water Well Drill.
- > 105.TK series Geological Drill.
- > 106.XY-1L/XY-1BL Core Drill Rig.
- > 107.XY-1(XY-1A,XY-1B) Core Drill Rig.
- > 108.TH-10 lightweight multi-function water-well-drill.
- > 109. Series Engineering Drill.
- > 110.GZ-3000 Drilling Rig.
- > 111.Four Legs Drilling Tower.
- > 112.A-Shape Drilling Tower.
- > 113.1000m-2000m Engineering Drill.
- > 114.SPC-100 water Well Drill Rig.
- > 115.0il-submersible centrifugal pump.
- > 116.Mechanical drive drilling rigs & components.
- > 117. Electric submersible pump.
- > 118. Electric drive drilling rigs & components.
- > 119.DK-150 Sap Drill Rig.
- > 120.DGJ-1000 Horizontal Pipe Drill Rig.
- > 121. Casing head for oil and gas wells.
- > 122. Piston air motor, Vane air motor.
- > 123.Petroleum drill bits(PDC).

- > 124.Petroleum coring bit(PDC).
- > 125.Diamond core bits(DCDMA standard(USA standard).
- > 126. Diamond thin-wall core bits.
- > 127. Wire line coring bits.
- > 128.Reaming shells.
- > 129.Surface set bits.
- > 130.Impregneted core bits.
- > 121.Oil well pump parts.
- > 132. Submersible pump & motor.
- > 133.Oil-gas separator.
- > 134. Tube drilling tools.
- > 135. Suck rod centering guide.
- > 136. Device for Month of Eccentric Oil Well.
- > 137. The mouth of underground peroleum electric pump well.
- > 138 Sealing Device for Polish Rod.
- > 139. Eccentric well mouth with double functional devices.
- > 140. Sucker rod elevator.
- > 141. Special tools for underground petroleum electric pump.
- > 142.Offshore wellhead.
- > 143. Flowing wellhead.
- > 144. Thermal wellhead.
- > 145. Sucker rod centering guide and rod clamp.
- > 146.Plug Valve, Swivel Joint, Wing Connector, hammer Union, Check
- Valves, Wellhead Testing Tools.
- > 147.FK series control system for ground hydraulic blowout
- > preventers. 148.QST series air-powered pressure tester.
- > 149 Hydraulic/automatic control system for throttling pipe
- > manifold.
- > 150.XYQ Series hydraulic power tong.
- > 151. Kingdream ultra-hard material products:
- > (1).Cemented carbide compacts.
- > (2) Carbide substrate for making PDC cutter.
- > (3). Cemented carbide cylinder for diamond bits.
- > (4). Cemented carbide cutting element.
- > (5). Special compact for highway surface smoothing.
- > (6).Polycrystalline diamond compact(PDC).
- > (7).Dome PDC cutter.
- (8).Thermal stable polycrystalline diamond(TSP).
- > I will provide you the detailed specifications for each above if you
- > interesting in any of them.
- > with best
- > with best regards
- > pang you liang >

>

From:

"George Costa" <Costa@oto-env.com>

To:

<pat@obrienintl.com>; <keith.fickling@psiusa.com>; <heberdon@mindspring.com>

Sent: Subject: Monday, March 04, 2002 1:15 PM Technical Question: Soil Sampling

#### Gentlemen:

Thank you very much for addressing my question. Your professional opinion and information provided is very helpful and will be taken into consideration on future test boring programs.

Regards,

\*

George L. Costa
Geotechnical Engineer
O'Reilly, Talbot & Okun Associates, Inc.
293 Bridge St.
Springfield, MA 01103
Tel. 413-788-6222
Fax 413-788-8830
costa@oto-env.com

From:

"Patrick O'Brien" <pat@obrienintl.com>

To:

"R. Alan Garrard" <ragarrar@southernco.com>; "John Large" <jlarge@kleinfelder.com>; "Don Ulses" <heberdon@mindspring.com>; "Michael Tiani" <kkd@terratestinginc.com>; "Lisa Crimaldi"

a@madrilling.com>; "John Gregg" <jgregg@greggdrilling.com>; "David Neibert"
<neibert@cmeco.com>; "Patrick Replogle" <replop@lrkimball.com>; "Tom Oothoudt"

<toothoudt@boartlongyear.com>; "Keith Fickling" <keith.fickling@psiusa.com>; "Gregg Nieto"

<nndrilling@ncx.com>; "Steve Palovchik" <hoffman@penn.com>; "Jeff Thew"

<northstardrilling@geologic.net>

Sent: Subject; Monday, February 18, 2002 5:30 PM Fw: Technical Question: Soil Sampling

To: NDA Board Members

Can anyone offer some input that can be sent to George Costa to answer his questions on soil sampling? Thanks for your help.

Best regards, Patrick O'Brien

National Drilling Association 10901D Roosevelt Blvd. N, Suite 100 St. Petersburg, FL 33716 727-577-5004 Fax: 727-577-5012 ---- Original Message ----

From: George Costa
To: 'info@nda4u.com'

Sent: Monday, February 18, 2002 5:12 PM Subject: Technical Question: Soil Sampling

I have a question regarding sampling procedures. Please forward this message to the appropriate person.

I am a geotechnical engineer with approximately 6 years of experience. I have worked with many drilling companies with most of them performing mud rotary drilling. Soil sampling has consisted of undisturbed sampling (Shelby Tube) and split spoon sampling (2 inch outer diameter). In generally most of the sampling has been with the split spoon.

The drillers that I now work with drill with use 4-1/4 or 2-1/4 inch diameter hollow stem augers. The drillers do not prefer to use a steel plug in the HSA when drilling. It requires more work and they claim that the plus should not be used in sands below the water table (particularly fine sands). They claim that the sand particles migrate around the plug and collect between the drill rods and the HSA, causing them to bind together. When that occurs, the driller must remove the entire string of rods and HSA out of the hole to clear the sand.

Not using the plug creates a problem for me. I attempt to develop a soil profile by observing the soil samples. I have informed the driller that when he does not use the plug (above or below the water table), soil will collect in the tip of the auger until enough soil bridges to form a soil plug. When the desired depth is reached and sampled, the sample contains a small amount of this "soil plug". I then have to determine if this is actually a soil plug or is it a natural stratum division in the ground. In addition, driving a spoon through a soil plug will increase the blow counts for the sample. In most cases, blow counts are what I use to calculate bearing capacity of the soil. Using higher blow counts results in an unconservative higher bearing capacity. This is not good engineering. I have explained this to the driller, however, he refuses to acknowledge any justifiable reason to use a plug.

I ask you for your professional opinion on the matter of using plugs. Should the driller use the steel plug with HSA, or should I tolerate his drilling without a plug? If he is right by not using a plug, what methods are available to solve the problem of sands running into the augers and binding the rods. Also, if a plug is not used, what methods are available to prevent a soil plug from developing in the tip of the HSA.

You help is greatly appreciated.

George L. Costa
Geotechnical Engineer
O'Reilly, Talbot & Okun Associates, Inc.
293 Bridge St.
Springfield, MA 01103
Tel. 413-788-6222
Fax 413-788-8830
costa@oto-env.com

From:

"Don Ulses" <heberdon@mindspring.com>

To:

"Patrick O'Brien" <pat@obrienintl.com>; "R. Alan Garrard" <ragarrar@southernco.com>; "John Large" <jlarge@kleinfelder.com>; "Michael Tiani" <kkd@terratestinginc.com>; "Lisa Crimaldi"

a@madrilling.com>; "John Gregg" <jgregg@greggdrilling.com>; "David Neibert"
<neibert@cmeco.com>; "Patrick Replogle" <replop@lrkimball.com>; "Tom Oothoudt"

<toothoudt@boartlongyear.com>; "Keith Fickling" <keith.fickling@psiusa.com>; "Gregg Nieto"

<nndrilling@ncx.com>; "Steve Palovchik" <hoffman@penn.com>; "Jeff Thew"

<northstardrilling@geologic.net>

Sent: Subject; Monday, February 18, 2002 8:38 PM Re: Technical Question: Soil Sampling

Pat:

The problem of using/not using the center bit or plug is common in the hollow stem auger drilling industry. I cannot speak for all parts of the country but here in are part of the world we very rarely use the center bit with our hollow stem augers for soil sampling. We always use the center bit with the larger size ID augers (6.25 & 8.25 in ID) when installing a monitoring well or other down-hole monitoring device.

For soil sampling we use either 3.25 in ID or 4.25 in ID hollow augers and it is our experience that when the augers are advanced in a steady, sensible manner, not crowded into the soil that the bit may plug but it is a minor plug easily driven through prior to marking the sampler and actually taking the sample. The length of the split-spoon sampler or ring lined sampler is also a factor that needs to be considered. The standard penetration test (ASTM D1586) details that the test include three drive intervals of 6 inches each with the "N" value being the sum of the final two 6 inch drives. If the auger is found to have a slight plug (less than say 6 inches) the sampler needs to be long enough to accommodate the material driven through prior to taking the sample or the blow count could be misleading due to compaction of the soil inside the sampler. The samplers we use are a "Lynac" type sampler that has a 24 inch split section to accommodate the bit of plug sometimes encountered.

As to developing the drill log from the sample I find that it is relatively easy to determine what is plug and what is sample once the sampler is opened. Also it is important that prior to driving the sample when the augers are run without a plug to lift the augers from the bottom of the boring enough to slip in the auger fork. By lifting the auger off the bottom even the minor 4 to 6 inches necessary to fork the flight off the bottom we find that it is always easy to determine when the plug has been driven out of the auger. When the drive is started with the auger on the bottom it is difficult to drive the plug out and blow counts are often misleading as they are very high if the drive is started in the plug inside the auger.

It is correct that when the plug is used below the water it often acts as a bail and pulls in saturated silts and sands and creates a really big problem for the driller and the engineer writing the log. Although most of our borings are dry we do on occasion drill along one of the rivers that actually have water in them in the state and find the water to be a problem. What we do when drilling below the water table with the hollow augers is fill the augers with water as we are drilling to ensure that a positive head of water is maintained in the ID of the string. This requires the use of the "O" rings on each auger connection to assist in keeping the water being added from just running out at each joint into the formation. In some extreme cases we use a spindle adapter and actually pump water down the hole during the advancement of each

flight below the water table. Care must be taken when pumping not to disturb the material below the a bit with the water pressure. Also we have had some good luck with a reverse basket used in the drill bit to help keep out unwanted material below the water table.

It has been my experience that more trouble is created using the center bit or plug than are solved by its use. It definitely has a place and we do use it in some of the really cemented materials (caliche) we sometimes encounter as the augers tend to core this material. Generally if the auger are being run correctly and certain observations are made on the part of the field engineer/technician to ensure that samples are being taken in undisturbed material below the bit then the augers can be and should be run without the center bit/plug.

I hope this helps shed some light on this often debated question.

Don Ulses

From: "Igor Vasilevich" <garic@kirovsk.mels.ru>

To: <info@nda4u.com>

Sent: Thursday, March 07, 2002 1:15 AM

Subject: Thanks from Russia

Dear Sirs from
National Drilling Association
Thank you very much for your load.
I think this book and journals will be very good guide in world of drilling for my students.
Thanks for your attention to me.
Thanks, thanks, thanks.....

Very truly yours. Volunik Igor Vasilevich.

(Sorry for my English).

From:

"Patrick O'Brien" <pat@obrienintl.com>

To:

<Chicagodause@aol.com>

Sent:

Thursday, July 11, 2002 9:01 AM

Subject:

Re: Drill Pipe

Kevin.

I has found several places that could possibly supply the drill pipe you asked about:

N&N Drilling Supply Tel: 800-334-4927 (ask for Gary Geldhof or Greg Nieto)

Northern Air Tel: 612-448-2277 GEFCO Tel: 800-759-7441 Trident Tool Tel: 800-523-5760

Hope this helps.

Best regards.

Pat

\_\_\_\_\_\_

Patrick O'Brien, Executive Director National Drilling Association 10901D Roosevelt Blvd. N, Suite 100 St. Petersburg, FL 33716 727-577-5006 Fax: 727-577-5012

e-mail: pat@nda4u.com

---- Original Message ----

From: Chicagodause@aol.com

To: pat@csda.org

Sent: Wednesday, July 10, 2002 12:26 PM

Subject: Drill Pipe

Pat -

We found your listing on the internet.

One of our clients asked us to see if we could procure 640 ft. of 2 7/8" Mayhew ir. drill pipe that is needed ASAP.

Any assistance you could provide would be gretaly appreciated.

Thanks,

Kevin Dause **Project Manager** Stoner & Company 700A Remington Rd. Schaumburg, IL 60173 800-400-5222

From:

"Orban, Russell" <russell.orban@sba.gov>

To:

<billm@clemonsmgmt.com>; <dmorgan@sfpa.org>; <geisenger@oregonloggers.org>; <mohalloran@wwwpa.org>; <creimer@ngwa.org>; <pat@nda4u.com>; <eben@nuca.com>; <dena.stoner@nrec.org>; <tiovanna.bauguess@cchinc.com>; <cholmes@nma.org>; <barbara.dettinger@shooshancompany.org>; <jnuemann@eei.org>; <shoafj@agc.org>; <nyaksich@aei.org>; <caklein@aednet.org>; <maresca@abc.org>; <maresca@abc.org>;

<Brian.petty@iadc.org>; <jyancy@aesc.net>

Cc:

<russell.orban@verizon.net>; <jc.orban@verizon.net>; "Perez, Austin R." <Austin.Perez@sba.gov>; "Howe, Susan E." <Susan.Howe@sba.gov>;

<FSSWAIN@bakerd.com>

Sent: Attach: Tuesday, July 30, 2002 9:40 AM

off hiway reg.pdf; off hiway Mem .DOC

Subject:

Office of Advocacy Meeting Aug. 6 at 3 p.m. on Proposed IRS Definition of Off Highway Vehicle

ADVOCACY MEETING ON PROPOSED REG - "Off Highway Vehicle": (RSVP by reply e-mail)

The Office of Advocacy of the Small business Administration will have a meeting on Tuesday August 6th at 3 p.m. to discuss what could be a sizable tax increase for a far flung group of businesses that is to be accomplished by regulation and that few know of. We think your association might have a particular interest. The meeting will be on the second floor of SBA headquarters - in the Eisenhower Conference room B. SBA Headquarters is located at 409 3rd St. SW, Washington, DC (right atop the Federal Center SW metro stop).

The Office of Advocacy was created by Congress to help ensure that small businesses and business owners are able to participate in federal policy decisions that affect them.

The proposed regulation (attached) would eliminate the "mobile machinery" exemption from the definition of "highway vehicles" that exists in current law for the purposes of federal excise taxes (trucks & trailers, diesel fuel, gasoline) and federal highway use taxes. <<off hiway reg.pdf>>

I have attached a one pager with some facts about the current law and the change made by the regulation. PLEASE READ IT! << off hiway Mem .DOC>>

Your members may have machinery that they can move around on the plant site or to job sites that has, heretofore, been exempt from these taxes

This is an important change because the regulatory repeal of the exemption will raise the taxes of all businesses that now use vehicles that are exempt. It will have a significant impact on a rather broad group of business; any business that would use large, "mobile machinery" that did not have to pay the considerable excise and highway use taxes before. Court cases and private letter rulings have established a number of equipment categories that are presently exempt.

Our problem will be to contact these groups and their representatives to ensure they

understand what this proposal will do to their business and have ample time to make informed comments on the proposed rule. We don't know all the groups that may have an interest or may have big machines with wheels at their jobsites that might now be subject to tax.

Because this is a sizable tax increase for those businesses and the relative obscurity of the proposed regulation, we will probably try to get an extension of time to file comments.

**YOU CAN HELP:** If you think some of your members might have an interest, come to the meeting and find out more.

**PLEASE** feel free to forward this e-mail to members or associations that may be affected. Assume they have not heard of the proposed reg or the meeting. We will be sending this on to a list of specific associations as we flesh them out on Monday, but take the time to contact those in your groups or in other groups to spread the word.

Thanks for your help in this effort.

Again, please feel free to return this e-mail to rsvp so we will have some idea who is coming. You can also call me (leave a voicemail if I am not in) at 202-205-6946 or at home 703-533-2836.

Russ Orban Assistant Chief Counsel for Tax Policy Office of Advocacy - SBA

# IRS Proposal to Limit Highway Tax Exemption for Off-Road Machinery

#### **Summary**

Since 1956, federal highway construction has been supported through highway use taxes. There are four taxes levied: fuel tax on gasoline (18.4/gallon) and diesel fuel (24.4/gallon), tire excise tax on heavy duty ties (complicated), truck and trailer excise tax (12% tax on the purchase price), and annual heavy vehicle tax (based on weight capped at \$550/year). Because the tax is a highway use tax, equipment that is not a highway vehicle has been exempt from these highway use taxes. Farm equipment and off-road equipment has been exempt from both excise taxes and fuel taxes. In June 2002, the IRS proposed a rule that would end tax exemption for any non-farm equipment that could be used on the roads. Under current law there is a use test. If equipment is primarily used in off-road situations, it is exempt. Under the proposed rule, equipment that can use the roads is taxed whether or not its primary use is off-road.

- 1. When was the proposed rule issued? June 6, 2002
- 2. When will the comment period close? September 4, 2002
- 3. Will the IRS hold a public hearing on the rule?
  The IRS has not made a decision to hold a hearing
- 4. What happens after the comment period closes?

  The IRS has "proposed" a rule change. IRS must review the comments it receives. It can take certain procedural steps, which might include extending the comment period, and/or scheduling a public hearing. The IRS could make the rule effective as proposed, withdraw the rulemaking, or revise the rule in its final form. The content and amount of public comment the IRS receives by September 4 will have a very significant influence on the outcome of this proposal.
- 5. How long has the present rule been in effect?

  The basic exemption for off-road equipment was established when the highway use taxes were established in 1956. The IRS last amended its rule in 1977. There have been numerous minor IRS clarifications with regard to specific equipment over the years.
- 6. What equipment will now be subject to the taxes?

  Under current law there is a three part test by which the IRS determines whether equipment is tax exempt. In simplified form, equipment has been exempt if the truck chassis had significant modification and the resulting portable equipment was primarily used in off-road situations. Under the proposed rule, if a piece of equipment can drive on the roads without a special permit, then it will be subject to all four of the taxes. Thus equipment such as mobile drilling units, digger derricks, concrete pumpers, mobile

cranes, and aerial lift trucks would be taxed at purchase, at the fuel pump, at the tire dealer and annually on weight..

- 7. Under the rule, will fuel used in off-road situations be taxed?

  Yes, equipment is either fully taxed or is tax exempt. Thus all fuel used is taxable.

  However, if there is a separate fuel tank for the non-truck element of the equipment, then that fuel will be exempt. Nonetheless the entire value of the equipment will be subject to the excise taxes.
- 8. What types of business are impacted?
  Any industry with mobile heavy equipment will face increased taxes. Certain industries, many dominated by small business, will see the greatest impact. These industries include: oil drilling, water drilling, utilities, commercial construction, timber, tower erectors, equipment leasing, mining.
- 9. Did Congressional action require the IRS to act?

  No, there has been no action by Congress on this issue, nor is there any other "external" factor which the IRS is citing as reason to proceed at this time with this proposed change in the tax treatment of exempt vehicles.
- Why would the Bush Administration propose a tax increase on heavy equipment when that sector of the economy is struggling?

  The proposed rule was issued by the IRS as a technical change, and not identified in any official publication as a tax increase. There is no indication that the economic advisors of the President were aware of or reviewed the proposal. It is unclear if this rule was extensively reviewed by the White House Office of Information and Regulatory Affairs. IRS specifically stated it has not done the analysis of small business impact of the proposal required by the Regulatory Flexibility Act.

From:

"Don Ulses" <heberdon@qwest.net>
"Pat O'Brien" <pat@obrienintl.com>

To: Sent:

Tuesday, July 30, 2002 1:05 PM

Subject:

Tax on off road vehicles

#### Pat:

I reviewed the information you forwarded on the up coming change to the IRS evaluation of off road equipment for tax purposes.

At present we pay fully loaded rates on the licenses of our trucks, not for just the truck, we have separate fuel tanks for the rig fuel which seems to fit the exemption for fuel tax on the rig fuel. It seems like the major change will effect anyone buying a new rig and way it is taxed at purchase unless the state in which a specific firm operates has a special license for drill rigs.

It is probably something we need to be aware of and keep an eye on.

Don Ulses

From:

"David Neibert" <neibert@cmeco.com>
"Patrick O'Brien" <pat@obrienintl.com>

To: Sent:

Thursday, August 08, 2002 10:42 AM

Subject:

Re: Rig Leveling Inquiry

Pat.

I will ask our sales rep for that region (Richard Gotsch) to call Mr. Estes today.

Thanks, David

--- Original Message ---From: Patrick O'Brien
To: David Neibert

Sent: Wednesday, August 07, 2002 2:05 PM

Subject: Rig Leveling Inquiry

David,

We received a call from Dennis Estes, a driller with Kansas DOT. He has questions about rig leveling in the safety guide. Is this something you might be able to discuss with him? His number is 785-296-3008. If not who can contact him?

Best regards,

Pat

Patrick O'Brien, Executive Director National Drilling Association 10901D Roosevett Blvd. N, Suite 100 St. Petersburg, FL 33716

727-577-5006 Fax: 727-577-5012

e-mail: pat@nda4u.com

From: To:

"PAT REPLOGLE" <REPLOP@lrkimball.com>

<rhutchison@aem.org>; <don.kyle@am.wackergroup.com>; <advcoring@aol.com>;

<D4chex@aol.com>; <gregoryb54@aol.com>; <idslim@aol.com>; <K2diamondnet@aol.com>;

<RBRAVES@aol.com>; <thh19@aol.com>; <toddandfor@aol.com>; <tonycedco@aol.com>; <doug@atlanticoncretecutting.com>; <tlcoring@bellsouth.net>; <cmerlin@blazerdiamond.com>;

<carmstrong@boartlongyear.com>; <toothoudt@boartlongyear.com>; <bill@brokkinc.com>;

<jaston-ocsd@buckeye-express.com>; <neibert@cmeco.com>; <goodwin@colton.com>;

<DVanderMey@concut.com>; <beckman@cuttingedgeservices.com>;

<joe.drochak@cygnuspub.com>; <admin@d-drill.co.uk>; <jmcgrady@db-inc.com>;

<dmoroz@derrickconcrete.com>; <ted@di-techinternational.com>; <SteveG@diamondbinc.com>;

<bradvz@diamonddrilling.com>; <ronz@diamonddrilling.com>; <dtuttle@diamondproducts.com>;

<jeff.keeling@dimasusa.com>; <roger.allen@dimasusa.com>; <diamondtech@foothill.net>;

<northstardrilling@geologic.net>; <clearyb@geophysical.com>;

<MikeG@greeneconcretecutting.com>; <jgregg@greggdrilling.com>;

<shollingsworth@holesinc.com>; <DiamondWarren@hotmail.com>; <garydrill@hotmail.com>;

<stpalovchik@hotmail.com>; <charlieb@icsbestway.com>; <jdford@jlg.com>;

<dkyle@kyleint.com>; <lisa@madrilling.com>; <jim@mcsdcutting.com>;

<heberdon@mindspring.com>; <troe@multiquip.com>; <ccc@nanaimo.ark.com>;

<brett.ellen@natplan.com>; <nndrilling@ncx.com>; <cherryl@obrienintl.com>;

<pat@obrienintl.com>; <glipscomb@penhall.com>; <rpc@procompanies.com>;

<keith.fickling@psiusa.com>; <gpurdue@purduelaw.com>; <jcummings@rentalservice.com>;

<Karen@roughneck1.com>; <thomas.w.stowell@saint-gobain.com>;

<sales@sanderssaws.com>; <cmarkley@soffcut.com>; <ragarrar@southernco.com>; <david.thompson@stihl.de>; <cjonezn@swbell.net>; <joday@terradiamond.com>;

<mtiani@terratestinginc.com>; <cri@texas.net>; <thomas.shenosky@us.atlascopco.com>;

<kevinb@westernsaw.com>; <r.a.kirby@worldnet.att.net>; <g.tatangelo@worldnet.net>

Sent:

Monday, August 26, 2002 1:08 PM

Subject:

Re: Monitor Wells

All,

I called Bob to assist with his question. I told Bob that he would almost have to call every state in the union and inquire as to what agency within "that" state governs well installations. This also assumes that every state has an agency that monitors or requires registrations or certifications. I recommended that he go back to his superiors and report that the answer to his marketing question lies elsewhere.

# Pat Replogle

>>> "Patrick O'Brien" <pat@obrienintl.com> 8/26/02 12:38:01 PM >>> To: NDA Board & Committee Members

I received a call from Bob Greenwood asking for information about monitor wells. He is specifically looking for information on how many contractors do monitor wells and the number of wells installed. Do any of you have any information that would be helpful? Or can you refer me to someone who might be able to help. Please let me know or call Bob directly at 214-583-0270. Thanks for your help.

Don't forget to sign up your employees for the Pump Up Your Mud Knowledge training in Orlando, October 21-24, 2002.

And then sign yourself up for the NDA 2002 Convention at Universal Orlando, October 24-27 and call the Royal Pacific Resort to reserve your room.

Best regards, Pat

Patrick O'Brien, Executive Director National Drilling Association 10901D Roosevelt Blvd. N, Suite 100 St. Petersburg, FL 33716 727-577-5006 Fax: 727-577-5012

e-mail: pat@nda4u.com

#### Pat O'Brien

From: "Patrick O'Brien" <paddyobie@msn.com>

To: "Alan Kennedy" < Alan.Kennedy@mining-journal.com>

Sent: Thursday, August 28, 2003 9:54 PM

Subject: Re: DRILLING MARKETS

Dear Alan,

Thanks for the update and I hope that things will work out well for you and the magazine. Your effort to collect data on the drilling market is very worthwhile and very much needed in the industry. However, I believe that you will face a daunting task. It would appear that the industry is fragmented and very few organization have endeavored to collect any such data. But let me tell you what I do know that may help.

We can make the NDA contractor survey available to you but it may not contain the information you are looking for. The survey covers many different areas. Company background information includes results that a typical company has been in the drilling business 25 years, owns 8 auger drill rigs and 36% have branch operations. In the personnel section the average company has 7.6 FTE (Full Time Equivalent) drill rig operators, 7.1 helpers and 1.0 mechanics. The starting average hourly wage rate for trained drillers is \$14.54 and the average number of hours worked is 41-50. Eight out of ten drilling contractors have a safety supervisor and 87% have a written safety program.

The survey also covered accounting and finance, sales and operations, balance sheet and operating statements. Average Workers' Compensation costs are \$14.70 per \$100 of wages paid and the average experience modifiers for the last three years have ranged from 0.89 to 0.94. Average annual insurance costs are \$98,509. In the operating statement section gross revenues ranged from \$928,000 to \$39 million. The average gross profit margin was \$2.3 million.

NDA consists primarily of geotechnical, environmental and mineral exploration drilling contractors and manufacturers. We have not attempted to collect any market data, even though we should be doing this. CDDA is primarily mineral exploration contractors. NGWA is primarily water well contractors. And drilling in the construction/civil engineering would fall under the Concrete Sawing & Drilling Association which we also manage. CSDA is just getting ready to set up a system to collect market data but it will be some time before that produces any tangible results.

I can give you some contacts that might help with your efforts. Boart Longyear has recently commissioned a study to collect market data. Not sure if they are willing to share the information. Suggest you contact NDA Board Member Denis Despres who is also with BL. His email is <a href="mailto:ddespres@boartlongyear.com">ddespres@boartlongyear.com</a> and his phone is 801-972-6430. You might also contact GE Superabraisves who may have some data on the mineral exploration and construction/civil markets as they relate to diamond usage. Contact Martin Deakins at email <a href="mailto:martin.deakins@gesm.ge.com">martin.deakins@gesm.ge.com</a> or phone 614-438-2246.

Hope that this information will be of some assistance with your efforts. Please let me know if I can be of any further assistance and best of luck with this project. And please keep me posted as I would be very interested in the results you achieve.

Best regards, Pat O'Brien

National Drilling Association 10901D Roosevelt Blvd. N, Suite 100 St. Petersburg, FL 33716 727-577-5006 Fax: 727-577-5012 e-mail: pat@nda4u.com

---- Original Message -----

From: Alan Kennedy
To: pat@nda4u.com

Sent: Thursday, August 28, 2003 11:36 AM

Subject: DRILLING MARKETS

Dear Mr O'Brien,

As you may (or may not) be aware, the parent company of geoDrilling, formerly Mining Journal Ltd changed hands in MAY this year & the new parent is called Mining Communications Ltd. The change of ownership came about because of financial problems, and of course the new company with 3 new directors is looking at ways to make us more successful.

For GeoDrilling they have proposed that I look into the global market for the Drilling Industry and of course this will involve going to contacts in different countries (eg our own British Drilling Association [BDA] in UK) as I don't think any one person has this "Olympian" view.

I recall writing last year about a Drilling Contractors Survey produced by the NDA & wondered if I could get a copy of this & at what cost, as it seems to contain a lot of the information we are looking for pertaining to the USA eg how many companies are there, how many rigs do they operate, how many employees, etc.

I will also be contacting the ADIA in Australia, and would be very grateful if you have any further ideas about getting information on the size of the drilling market in different countries. For example, Canada has the CDDA but would such an organisation confine itself only to mineral exploration drilling & know little about drilling for construction/civil engineering, waterwell drilling, HDD, etc.?

Hoping to hear from you,

Best regards, Alan Kennedy, Editor, geoDrilling International.

#### Pat O'Brien

From:

"Bill Knorr" <wknorr@useeco.com>
"'Pat O'Brien'" <pat@obrienintl.com>

To: Sent:

Monday, November 17, 2003 3:05 PM

Subject:

RE: Memo 03-25 Aquifer Restoration and Recovery Study

Pat.

You want to talk about tangible benefit to NDA Member (Contractors)...wow!

This seems like a real opportunity for someone in our membership.

Thanks,

Bill Knorr

----Original Message----

From: Pat O'Brien [mailto:pat@obrienintl.com]
Sent: Friday, November 14, 2003 5:11 PM

To: pat@nda4u.com

Cc: manjiang.zhang@saj02.usace.army.mil

Subject: Memo 03-25 Aquifer Restoration and Recovery Study

To: NDA Members

The United States Army Corps of Engineers (USACE), Jacksonville District and South Florida Water Management District (SFWMD) are conducting a regional study of Aquifer Storage and Recovery (ASR) of the Floridan aquifer system. They are soliciting information about innovative technologies for feasible and cost-effective drilling methods of Floridan aquifer type wells in south Florida. USACE and SFWMD will have a joint booth (#1114) at the 55<sup>th</sup> Annual National Ground Water Association Ground Water Expo at Orlando, Florida, December 10-12, 2003. Those interested can visit them to collect more information and discuss your firm's capabilities. Further information is contained in the attached document.

Best regards, Pat O'Brien

National Drilling Association 10901D Roosevelt Blvd. N, Suite 100 St. Petersburg, FL 33716 727-577-5006 Fax: 727-577-5012

e-mail: pat@nda4u.com

#### Pat O'Brien

From:

"Pat O'Brien" <pat@obrienintl.com>

To:

<pat@nda4u.com>

Cc: Sent: <manjiang.zhang@saj02.usace.army.mil> Friday, November 14, 2003 5:11 PM USACE Method-Evaluation 1203.doc

Attach: Subject:

Memo 03-25 Aquifer Restoration and Recovery Study

#### To: NDA Members

The United States Army Corps of Engineers (USACE), Jacksonville District and South Florida Water Management District (SFWMD) are conducting a regional study of Aquifer Storage and Recovery (ASR) of the Floridan aquifer system. They are soliciting information about innovative technologies for feasible and cost-effective drilling methods of Floridan aquifer type wells in south Florida. USACE and SFWMD will have a joint booth (#1114) at the 55<sup>th</sup> Annual National Ground Water Association Ground Water Expo at Orlando, Florida, December 10-12, 2003. Those interested can visit them to collect more information and discuss your firm's capabilities. Further information is contained in the attached document.

Best regards, Pat O'Brien

\_\_\_\_\_\_

National Drilling Association 10901D Roosevelt Blvd. N, Suite 100 St. Petersburg, FL 33716 727-577-5006 Fax: 727-577-5012

e-mail: pat@nda4u.com

From:

"Lisa Crimaldi" < lisa@madrilling.com> "Patrick O'Brien" <pat@obrienintl.com>

To: Sent:

Friday, November 14, 2003 10:07 AM

Attach:

Method-Evaluation.doc

Subject:

Fw: Seeking cost-effective methods for well drilling, construction and data collection

Lisa A. Crimaldi Mid-America Drilling Services, Inc., President National Drilling Association, President 630-365-0600 phone 630-365-1650 fax ---- Original Message -----

From: Manjiang.Zhang@saj02.usace.army.mil

To: lisa@madrilling.com

Cc: Michael.W.Fies@saj02.usace.army.mil; Wallace.T.Novak@saj02.usace.army.mil;

Luis.A.Ruiz@saj02.usace.army.mil; Glenn.B.Landers@saj02.usace.army.mil; mbennet@sfwmd.gov

bverras@sfwmd.gov

Sent: Thursday, November 13, 2003 8:04 AM

Subject: Seeking cost-effective methods for well drilling, construction and data collection

Dear Ms. Crimaldi, President of National Drilling Association:

This is to follow up our telephone conversation on Oct. 31. Attached here is a brief information regarding the project and our objectives. Please distribute it to the members of NDA. We are looking forward to meeting your members at the 55th Annual NGWA Ground Water Expo, in Orlando, FL, December 10-12, 2003. If you have any questions, please feel free to call me.

Thank you.

Manjiang "Margie" Zhang, Ph.D., P.G. Hydrogeologist US Army Corps of Engineers, Jacksonville District Geotechnical Engineering Branch (EN-GG) (904) 232-2930

<<Method-Evaluation.doc>>

From:

"Lisa Crimaldi" <lisa@madrilling.com> "Patrick O'Brien" <pat@obrienintl.com>

To: Sent:

Friday, November 14, 2003 10:08 AM

Subject:

Fw: Seeking cost-effective methods for well drilling, construction and data collection

No attachment just see below.

Lisa A. Crimaldi Mid-America Drilling Services, Inc., President National Drilling Association, President 630-365-0600 phone 630-365-1650 fax

---- Original Message ---From: Fies, Michael W SAJ
To: 'lisa@madrilling.com'
Cc: Zhang, Manjiang SAJ

Sent: Thursday, November 13, 2003 10:43 AM

Subject: RE: Seeking cost-effective methods for well drilling, construction and data collection

Ms. Crimaldi,

The title of the paper should read:

## **CERP ASR is Seeking**

## Cost-effective, Innovative Methods

for Well Drilling, Construction and Data Collection

The CERP was misspelled as DERP in the copy Margie sent.

Thanks,

Michael W. Fies, P.G.
Geotechnical Branch
U.S. Army Corps of Engineers
701 San Marco Blvd, 3 West
Jacksonville, FL 32207-8175
904-232-1267
michael.w.fies@usace.army.mil

----Original Message-----

# CERP ASR is Seeking Cost-effective, Innovative Methods for Well Drilling, Construction and Data Collection

#### 1. Project Background

The United States Army Corps of Engineers (USACE), Jacksonville District and South Florida Water Management District (SFWMD) are conducting a regional study of Aquifer Storage and Recovery (ASR) of the Floridan aquifer system. The regional study of ASR is one of the components contained in the Comprehensive Everglades Restoration Plan (CERP). The goals of the CERP are the restoration, preservation, and protection of the south Florida ecosystem while providing for other water-related needs for the region, such as flood protection and water supply. The concept of ASR is to take surplus freshwater (collected in surface reservoirs during wet periods), treat it as required and then store it underground in the Floridan Aquifer System (FAS) for subsequent recovery during dry periods. The water recovered from ASR wells would be utilized to augment surface water supplies and maintain the surface water levels and/or flows throughout southern Florida. The regional study of ASR is to optimize the use of ASR technology in south Florida. Implementation of regional ASR technology within the south Florida is anticipated to significantly increase freshwater storage capacities, and minimize freshwater releasing from surface water sources to the estuaries.

The proposed CERP ASR system includes a total of 333 ASR wells and related surface facilities. The proposed ASR wells have a target capacity of 5 mgd (million gallons per day). Water treatment facilities are also included in the conceptual CERP ASR components. Total cost of the proposed CERP ASR system is approximately \$1,700 millions. The ASR Regional Study will take roughly 9 years to complete and has budgeted cost including contingency funds of approximately \$54 millions. The USACE, Jacksonville District and the SFWMD are 50/50 cost sharing partners for design studies required prior to implementation of any large-scale CERP ASR facilities. Detailed information can be found from the web site: http://www.evergladesplan.org/pm/projects/proj\_44\_asr\_regional.cfm

## 2. Objectives

During the ASR Regional Study, a significant amount of subsurface information will be collected during well construction via well cuttings, whole-diameter coring, geophysical log surveys, pumping tests, and other methods. Many of these methods are costly and time consuming, therefore more cost-effective methods are being considered and will be evaluated on their merits before the drilling, testing and construction activities start next summer. We are soliciting information about innovative technologies for feasible and cost-effective drilling methods of Floridan aquifer type wells in south Florida.

The new wells will be constructed to monitor and evaluate the Floridan Aquifer System, which is a confined, highly productive artesian carbonate aquifer, with proposed depths of 700 ft to 1,500 ft below ground surface. The casing (generally conforming to ASTM 5B standards) used to construct these wells will range in diameter from 8 to 24 inches, so the necessary hook-load capacity (plus a 1.5 safety factory) of drilling equipment will be necessary to meet construction specifications.

#### 3. How to Contact Us

USACE and SFWMD will have a joint booth (#1114) at the 55<sup>th</sup> Annual National Ground Water Association Ground Water Expo at Orlando, Florida, December 10-12, 2003. Please visit us there to collect more information and discuss your firm's capabilities. Company qualifications (brochures, etc) with explanations of the recommend technologies are welcome.

Please contact Margie Zhang at (904) 232-2930 or E-mail: <a href="mailto:manjiang.zhang@saj02.usace.army.mil">manjiang.zhang@saj02.usace.army.mil</a> for additional information. Mailing address: US Army Corps of Engineers, CESAJ-EN-GG P.O. Box 4970, Jacksonville, FL 32232-0019

From:

"Pat O'Brien" <pat@obrienintl.com>

To:

"Tarik" <tarik@geogrup.net>

Sent:

Tuesday, January 13, 2004 4:23 PM

Subject:

Re: info request about bits

Dear Mr. Tarik--I have queried the NDA Board & Committee members on your inquiry. Feedback received to date includes one contact for you-Frank Gregory of Warren George of Jersey City, New Jersey. His phone number is 201-433-9797 and his e-mail is <a href="wgidrill@aol.com">wgidrill@aol.com</a>. NDA Committee Member feel that Mr. Gregory has drilled similar formations all over the world. I have also been told by Denis Despres of Boart Longyear that they have drilled such formations and he will have someone contact you. Good luck with this project.

Best regards,
Pat O'Brien, Executive Director

National Drilling Association 11001 Danka Way North, Suite 1 [new address effective 1/26/2004] St. Petersburg, FL 33716 727-577-5006 Fax: 727-577-5012

e-mail: pat@nda4u.com

---- Original Message ----

From: Tarik

To: info@nda4u.com

Sent: Saturday, January 10, 2004 7:05 AM

Subject: info request about bits

#### Dear Relevant,

Our firm is working about earth sciences in Turkey and abroad. We are preparing for a new project. Project covers a driling of 450.000 meters; 250.000 meters of it will be in basaltic lava rocks and approximately 100.000 meters will be in hard quartzite. Diameter of holes will be 150mm and driling system will be "air+down to hall hammer".

We need to know the consumption rates of bits (seperately for basalt and quartzite) you would suggest for this project and about their price list.

With Sincerely...

ORCUN TARIK EKE Geologist GEOGRUP

TEL: (90) 212-356 66 86 FAX: (90) 212-272 16 08 e-mail: tarik@geogrup.net

From:

"Despres, Denis" < DDespres@boartlongyear.com>

To:

"Pat O'Brien" <pat@obrienintl.com>; "Tom Shenosky" <thomas.shenosky@us.atlascopco.com>; "Tom

Ruda" <ddijl@diedrichdrill.com>; "Patrick Replogle" <replop@lrkimball.com>; "Will Acker" <wacker@echoes.net>; "Steve Palovchik" <stpalovchik@hotmail.com>; "Mike Tiani" <mtiani@terratestinginc.com>; "Lisa Crimaldi" <lisa@madrilling.com>; "John Gregg" <jgregg@greggdrilling.com>; "Jeff Thew" <northstardrilling@geologic.net>; "Gregg Nieto"

<gnieto@nndrilling.com>; "Gordon Craig" <gcraig@craigtest.com>; "Don Ulses" <heberdon@qwest.net>;

"David Neibert" <neibert@cmeco.com>; "Alan Garrard" <ragarrar@southernco.com>; "Larry Gibel"

<ohiotestbor@aol.com>; "Mike Crimaldi" <mike@madrilling.com>; "Larry Deutsch"

<Ideutsch@terratestinginc.com>; "John Martinuzzi" <geoprobe@earthlink.net>; "Jim Howe"

<jfh@geotechnology.com>; "Jim Belgeri" <jbelgeri@smeinc.com>; "Gary Geldhof"
<garydrill@hotmail.com>; "David McCray" <david@tristatetesting.com>; "David Brown"
<brownd@geoprobe.com>; "Conrad landola" <mudmen@aeroinc.net>; "Bill Knorr"
<bknorr@useeco.com>; "Alan Livadas" <alivadas@vironex.com>; "Dunn, Dan"

<ddunn@boartlongyear.com>

Sent:

Monday, January 12, 2004 6:36 PM

Subject:

RE: info request about bits

Pat, I'll ask our people in Canada to reply since they have drilled this area before.

Regards,

Denis

----Original Message-----

From: Pat O'Brien [mailto:pat@obrienintl.com]
Sent: Saturday, January 10, 2004 9:02 AM

**To:** Tom Shenosky; Tom Ruda; Patrick Replogle; Will Acker; Steve Palovchik; Mike Tiani; Lisa Crimaldi; John Gregg; Jeff Thew; Gregg Nieto; Gordon Craig; Don Ulses; Despres, Denis; David Neibert; Alan Garrard; Larry Gibel; Mike Crimaldi; Larry Deutsch; John Martinuzzi; Jim Howe; Jim Belgeri; Gary Geldhof; David McCray; David Brown; Conrad Iandola; Bill Knorr; Alan Livadas; Dunn, Dan

Subject: Fw: info request about bits

Importance: High

#### To: NDA Board & Committee Members

Is anyone able to provide any information to answer this drilling inquiry from Turkey? Please advise is you can offer some assistance. Thanks.

Best regards,

Pat O'Brien, Executive Director

National Drilling Association 11001 Danka Way North, Suite 1 [new address effective 1/26/2004]

St. Petersburg, FL 33716

727-577-5006 Fax: 727-577-5012

e-mail: pat@nda4u.com

From: To:

"Bill Knorr" <wknorr@useeco.com> "Pat O'Brien" <pat@obrienintl.com>

Cc:

lisa@madrilling.com>

Sent:

Monday, January 12, 2004 8:59 AM

Subject: RE: info request about bits

Pat,

C'mon, you've been around this business long enough...you don't know the consumption rate on DTH Bits, in abrasive materials with no understanding of the driller's competency...have you been sleeping through all those meetings?

Actually Frank Gregory (201-433-9797 or wgidrill@aol.com) of Warren George (Jersey City, NJ) would probably have an idea, as his company has probably drilled those exact formations, or something like it...they work all over the world.

Thanks,

Bill Knorr

----Original Message-----

From: Pat O'Brien [mailto:pat@obrienintl.com] Sent: Saturday, January 10, 2004 11:02 AM

To: Tom Shenosky; Tom Ruda; Patrick Replogle; Will Acker; Steve Palovchik; Mike Tiani; Lisa Crimaldi; John Gregg; Jeff Thew; Gregg Nieto; Gordon Craig; Don Ulses; Denis Despres; David Neibert; Alan Garrard; Larry Gibel; Mike Crimaldi; Larry Deutsch; John Martinuzzi; Jim Howe; Jim Belgeri; Gary Geldhof; David McCray; David Brown; Conrad Iandola: Bill

Knorr; Alan Livadas; Dan Dunn Subject: Fw: info request about bits

Importance: High

#### To: NDA Board & Committee Members

Is anyone able to provide any information to answer this drilling inquiry from Turkey? Please advise is you can offer some assistance. Thanks.

Best regards. Pat O'Brien, Executive Director \_\_\_\_\_

National Drilling Association 11001 Danka Way North, Suite 1 [new address effective 1/26/2004] St. Petersburg, FL 33716

727-577-5006 Fax: 727-577-5012

e-mail: pat@nda4u.com

From:

"Pat O'Brien" <pat@obrienintl.com>

To:

"Tom Shenosky" <thomas.shenosky@us.atlascopco.com>; "Tom Ruda" <ddijl@diedrichdrill.com>; "Patrick Replogle" <replop@Irkimball.com>; "Will Acker" <wacker@echoes.net>; "Steve Palovchik"

<stpalovchik@hotmail.com>; "Mike Tiani" <mtiani@terratestinginc.com>; "Lisa Crimaldi"

ggggggdrilling.com>; "John Gregg" <jgregg@greggdrilling.com>; "Jeff Thew"

<northstardrilling@geologic.net>; "Gregg Nieto" <gnieto@nndrilling.com>; "Gordon Craig"

<gcraig@craigtest.com>; "Don Ulses" <heberdon@qwest.net>; "Denis Despres"

<ddespres@boartlongyear.com>; "David Neibert" <neibert@cmeco.com>; "Alan Garrard" <ragarrar@southernco.com>; "Larry Gibel" <ohiotestbor@aol.com>; "Mike Crimaldi"

<mike@madrilling.com>; "Larry Deutsch" <ldeutsch@terratestinginc.com>; "John Martinuzzi"

<geoprobe@earthlink.net>; "Jim Howe" <ifh@geotechnology.com>; "Jim Belgeri" <jbelgeri@smeinc.com>; "Gary Geldhof" <garydrill@hotmail.com>; "David McCray"

<david@tristatetesting.com>; "David Brown" <brownd@geoprobe.com>; "Conrad landola"

<mudmen@aeroinc.net>; "Bill Knorr" <bknorr@useeco.com>; "Alan Livadas" <alivadas@vironex.com>;

"Dan Dunn" <ddunn@boartlongyear.com>

Sent:

Saturday, January 10, 2004 11:02 AM

Subject:

Fw: info request about bits

#### To: NDA Board & Committee Members

Is anyone able to provide any information to answer this drilling inquiry from Turkey? Please advise is you can offer some assistance. Thanks.

Best regards,

Pat O'Brien, Executive Director

\_\_\_\_\_\_

National Drilling Association 11001 Danka Way North, Suite 1 [new address effective 1/26/2004]

St. Petersburg, FL 33716

727-577-5006 Fax: 727-577-5012

e-mail: pat@nda4u.com ---- Original Message -

From: Tarik

To: info@nda4u.com

Sent: Saturday, January 10, 2004 7:05 AM

Subject: info request about bits

#### Dear Relevant,

Our firm is working about earth sciences in Turkey and abroad. We are preparing for a new project. Project covers a driling of 450.000 meters; 250.000 meters of it will be in basaltic lava rocks and approximately 100.000 meters will be in hard quartzite. Diameter of holes will be 150mm and driling system will be "air+down to hall hammer".

We need to know the consumption rates of bits (seperately for basalt and quartzite) you would suggest for this project and about their price list.

With Sincerely...

ORCUN TARIK EKE Geologist **GEOGRUP** TEL: (90) 212-356 66 86 FAX: (90) 212-272 16 08 e-mail: tarik@geogrup.net

# IN THE UNITED STATES BANKRUPTCY COURT FOR THE WESTERN DISTRICT OF PENNSYLVANIA

**************************************	*******
IN RE:	) )
REICHDRILL, INC.	) Case No. 01- 30627 BM
Debtor	) Chapter 11
	) }
***********	, ) ***************
REICHDRILL, INC	
Debtor-In-Possession )	01 7119
Movant )	Motion by
) ) )	
**************************************	******

#### ORDER OF COURT

AND NOW, to wit, this day of , 2001, the Court having considered the within Motion IT IS HEREBY ORDERED, ADJUDGED, DETERMINED, FOUND AND DECREED THAT:

- 1. The instant case was commenced by the filing of an involuntary petition for relief against the pursuant to Chapter 7 of Title 11 of the U.S. Code, 11 U.S.C. Section 101, et seq, with the United States Bankruptcy Court For The Western District Of Pennsylvania on the October 18, 2001.
- 2. This proceeding is a "core" proceeding over which this Court has jurisdiction pursuant to 28 U.S.C. Sections 157 and 1334.
- 3. The Summons was served upon the Debtor on or about October 22, 2001, with a Response date of November 16, 2001.
  - 4. Reichdrill elected not to contest the filing.
- 5. On November 13, 2001, Reichdrill filed, pursuant to Section 706(a) of the Code, to convert the case from a proceeding under Chapter 7 of the Code to a proceeding under Chapter 11 of the Code.
- 6. The Court, on November 16, 2001, entered an Order For Relief, placing Reichdrill, as prayed for in the involuntary petition, as a debtor in a Chapter 7 proceeding pending before

this Court.

- 7. On November 19, 2001, the Court, as the result of the filing of the said Motion To Convert by the Debtor, entered an Order converting the proceedings to a proceeding under Chapter 11 of the Code.
- 8. The Debtor is a Debtor-In-Possession with all of the duties and authority of such an entity in 11 U.S.C. Section 1107.
- 9. The Debtor requires the assistance of counsel to advise it of its rights and obligations as a debtor-in-possession in a case under Chapter 11, assist it in preparing its schedules and statement of affairs, assist it in evaluating the claims that may be filed against it and where appropriate assist it in objecting thereto to determine the validity, extent and priority of the claims, assist it in developing and preparing a Plan of Reorganization and Disclosure Statement in Support of the same, and taking such other actions as may be required to protect the interests of the debtor and this estate.
- 10. The Debtor believes and therefore avers that the best interests of the Estate will be served by its retaining James R. Walsh, Esquire and the law firm in which he is a partner, Spence, Custer, Saylor, Wolfe and Rose to serve as counsel to the Debtor-In-Possession.
- 11. James R. Walsh, Esquire and the firm of Spence, Custer, Saylor, Wolfe and Rose have agreed to serve as counsel to the Debtor-In-Possession/ Estate at their usual fair and reasonable hourly rate, subject to prior Court approval of the same before payment for said services.
- 12. The aforesaid counsel is admitted to practice before this Court, and is experienced and familiar with bankruptcy practice and procedures.
- 13. The aforesaid counsel has no connections with the Debtors, nor any claimants, nor their counsel, or any other known party in interest which would be adverse to the interests of the Estate or create a conflict of interest.
  - 14. The aforesaid counsel is/are disinterested parties.
- 15. Their employment is necessary and in the best interest of this estate.
- 16. Accordingly, the Debtor is authorized to retain James R. Walsh, Esquire and Spence, Custer, Saylor, Wolfe and Rose as counsel to the Debtor-In-Possession/ Estate.

17. Fees shall be paid to said counsel only after the filing of a Fee Application by said counsel, and only to the extent authorized by the Court after hearing held on said fee application.

BY THE COURT:

BERNARD MARKOVITZ

UNITED STATES BANKRUPTCY JUDGE

Counsel to the Moving Party is ORDERED to immediately make appropriate notice to all parties listed on the COMPLETE Clerk's Office mailing matrix and file a Certificate of Service within FIVE days of the date of this Order.

If Objections are filed with the Clerk of Court within 20 days of receipt of this Notice, the Order approving said appointment will be vacated and a hearing scheduled.

cm: James R. Walsh, Esq.

FILED

DEC 7 2001

CLERK, U.S. BANKRUPTCY COURT WEST DIST OF PENNSYLVANIA

N

# IN THE UNITED STATES BANKRUPTCY COURT FOR THE WESTERN DISTRICT OF PENNSYLVANIA

IN RE:

REICHDRILL, INC.,

Bankruptcy No. 01-30627BM

Debtor.

Chapter 11

## ORDER OF COURT

AND NOW in Pittsburgh in said district this 4TH day of April, 20 02;

IT APPEARING to the court that the above-captioned involuntary bankruptcy petition was filed on <u>October 13, 2061</u>, and the Order For Relief under Chapter 7 was entered on November 16, 2001. The case was converted to Chapter 11 on November 19, 2001;

T FURTHER APPEARING to the court that the 120-day exclusivity period concluded on March 19, 2002, and a Disclosure Statement and Plan have not been filed by the Debtor-In-Possession;

IT FURTHER APPEARING that no motion is pending before the Court extending the exclusivity period;

IT is HEREBY ORDERED, ADJUDGED AND DECREED that the Debtor-In-Possession or any party in interest shall file a Disclosure Statement and Plan on or before <u>April</u> 25, 2002.

Exhibit A is a sample Disclosure Statement which was developed by the United States Trustee and the U.S. Bankruptcy Court and is being provided to the Debtor(s) and to the Debtor(s) Attorney. It is strongly recommended that this format be followed in preparing the Disclosure Statement for filing. Copies of Exhibit A on diskette are available at the Clerk's Office.

it is further ordered that in the event the Debtor-In-Possassion or party in interest intends to file a Disclosure Statement and Plan, but cannot do so within the aforementioned deadline, a Motion For Extension Of Time detailing the basis of the delay and the current status of the case, shall be filed on or before April 12, 2002, and served on the United States Trustee, attorney for the creditor's committee, all members of the creditors' committee and any other party who requests service.

FAILURE TO FILE A DISCLOSURE STATEMENT AND PLAN will result in a RULE TO SHOW CAUSE Hearing To Determine Why Case Should Not Be CONVERTED To Chapter 7 And/Or DISMISSED which has been scheduled for Thursday, May 2, 2002, at 1:30 PM in Courtroom B, First Floor Penn Traffic Building, 319 Washington Street, Johnstown, Pennsylvania 15901.

NOTE: Video Conferencing equipment has been installed in Courtroom B in Johnstown, Pennsylvania and also in Courtroom D in Pittaburgh, Pennsylvania. Please contact the Courtroom Deputy at 412-844-4821 one day prior to the above scheduled hearing date to verify if Judge Markovitz will be utilizing the video conferencing equipment and if you will be permitted to attend the above hearing in either the Pittsburgh or Johnstown courtroom or only in the Johnstown courtroom.

In the event a Disclosure Statement and Plan are timely filed, the Rule To Show

Cause Hearing will be removed from the calendar.

BERNARD MARKOVITZ U.S. Bankruptcy Judge

Enclosure: Exhibit A

cm: Reichdrill, Inc.

James R. Walsh, Esq. Office of the U.S. Trustee



APP 4 2002

## UNITED STATES BANKRUPTCY COURT Western District of Pennsylvania

In re:

Bankruptcy Case No.: 01 - 30627 - BM

Motion No.: 02-3021M

Chapter 11

Reichdrill, Inc. Employer Tax ID: 25-1470700 Debtor(s)

# ORDER SETTING DATE CERTAIN FOR RESPONSE AND HEARING ON MOTION

AND NOW, this 'The 13th day of May, 2002, a (n) Application To Approve Creditors' Committee Employment Of Attorney (The Firm McQuaide, Blasko, Schwartz, Fleming & Faulkner, Inc.) having been filed by Michael Kline, Chairperson Of The Creditors' Committee, in the above-captioned proceeding,

#### IT IS HEREBY ORDERED THAT:

- 1. Counsel for the moving party shall serve immediately, pursant to Fed.R.Bankr.P.7004, a copy of this Order and the Motion upon all parties from whom relief is sought and their counsel. Additionally, all equity security holders in Chapter 11 bankruptcy cases, if any, are to be served. Counsel for the Moving Party shall then file a Certificate of Service. Failure to properly serve the Motion or file the Certificate may result in dismissal of the above-captioned proceeding.
- 2. Any Response, including a consent to the Motion, shall be filed with the Clerk's Office, 5414 U.S. Steel Tower 600 Grant Street Pittsburgh, PA 15219 by 05/30/02. Any response should be served on the Moving Party and their counsel.
- 3. Said Motion is scheduled for hearing on 05/06/02 at 01:30 pm in Courtroom E 1st Fl. Penn Traffic Bldg. 319 Washington Street Johnstown, PA 15901 at which time the parties and/or their counsel shall appear and the Court will dispose of the Motion.

\*\*\*\*\*\*\*\*\* NOTE: Video Conferencing equipment has been installed in Courtroom B in Johnstown, Pennsylvania and also in Courtroom D in Pittsburgh, Pennsylvania. Please contact the Courtroom Deputy at 412-644-4821 one day prior to the above scheduled hearing date to verify if Judge Markovitz will be utilizing the video conferencing equipment and if you will be permitted to attend the above hearing in either the Pittsburgh or Johnstown courtroom or only in the Johnstown courtroom.

4. If service was properly made and Respondent(s) fail to file a Response by the above-specified date, the Court may determine after review of the motion that no hearing is required and accordingly enter the Order by default.

TO DETERMINE IF A DEFAULT ORDER HAS BEEN SIGNED, THE MOVING PARTY IS DIRECTED TO THE WEB SITE OF THE U.S. BANKRUPTCY COURT FOR THE WESTERN DISTRICT OF PENNSYLVANIA AT <a href="http://www.pawb.uscourts.gov">www.pawb.uscourts.gov</a> ONE DAY PRIOR TO THE SCHEDULED HEARING DATE. REFER TO THE CALENDAR SECTION TO VIEW THE CALENDAR FOR JUDGE Bernard Markovitz.

In the event a default order has been signed, the Moving Party shall thereafter advise all affected parties. If a default order has not been signed, the parties will be required to appear in Court at the hearing on the above date and time.

5. A maximum of 10 minutes has been allotted to hear this matter. Should this matter require more than 10 minutes, the parties are required to so notify the Courtroom Deputy immediately.

cm: Steven S. Hurvitz, Esq.

Bernard Markovitz
U.S. Bankruptcy Judge

# 

# DISCLOSURE STATEMENT IN SUPPORT OF

# PLAN OF REORGANIZATION OF DEBTOR-IN-POSSESSION

DATED MAY 31, 2002

COMES NOW the above named Debtor-In-Possession, by and through its attorneys, Spence, Custer, Saylor, Wolfe and Rose, and does file the within Disclosure Statement In Support Of Plan Of Reorganization Of Debtor-In-Possession Dated May 31, 2002, upon a cause whereof the following is a statement, to wit:

#### I. INTRODUCTION

The instant cases was commenced by the filing of an involuntary petition for relief against the Debtor, Reichdrill, Inc. ("Reichdrill") pursuant to Chapter 7 of Title 11 of the U.S. Code, 11 U.S.C. Section 101. The petitioning creditors were Robert Valli, Kline Tool & Dye Co., and Bar Industrial, Inc. The petition for relief was filed in the United States Bankruptcy Court For The Western District Of Pennsylvania on October 18, 2001. Said case was docketed to the above number.

Reichdrill elected not to contest the averments of the petition, which had a response date of November 16, 2001. Instead it elected to utilize the filing as an opportunity to restructure its financial condition. It therefore elected to and did file, pursuant to Section 706(a) of the Code, a petition to convert the case from a proceeding under Chapter 7 of the Code to a proceeding under Chapter 11 of the Code.

The Court thereafter, on November 16, 2001, entered an Order For Relief, as prayed for in the involuntary petition, placing Reichdrill as a debtor in a proceeding under Chapter 7 of the Code, and, on November 19, 2001, entered the Order converting the proceeding from a case under Chapter 7 of the Code to a proceeding under Chapter 11 of the Code, thereby making Reichdrill a "debtor-in-possession", with all of the powers and authority, of such, as well as the obligations attendant thereto, as provided for in Section 1107 of the Code.

As a debtor-in-possession, Reichdrill and its management, Andrew Drebitko, Jr., as President and Douglas K. Burnsworth, as Vice-President, Secretary, and Treasurer, has remained in control of its assets, subject to Court approval of extra-ordinary transactions and the "oversight" provided by the Office Of The United States Trustee.

The goal of the filings was the formulation and development of a Plan Of Reorganization confirmable pursuant to 11 U.S.C. Section 1129.

Upon the commencement of the case, the Debtor sought and obtained authority to retain James R. Walsh, Esq. of Spence, Custer, Saylor, Wolfe and Rose to represent it and assist it in its Chapter 11 case. An Official Committee of Unsecured Creditors was appointed and organized pursuant to Section 1102 of the Code in this case, and the Committee has sought to retain Steven S. Hurvitz, Esquire, of McQuaide, Blasko, Schwartz, Fleming & Faulkner as counsel. A hearing is scheduled on said Motion for June 6, 2002. Reichdrill does not oppose the retention.

This case has progressed to the point that the Debtor has proposed a Plan of Reorganization dated as of May 31, 2002, as well as the within Disclosure Statement filed in accord with Section 1125 of the Code, in furtherance of said Plan.

The purpose of the within Disclosure Statement is to provide creditors with sufficient detail and information that a hypothetical creditor/ investor, typical of the holders of claims and interests in this case, can make a knowing and informed decision as to whether to vote in favor of or against the pending Plan of Reorganization.

# II. VOTING

Creditors may vote to accept or reject Reichdrill's Plan of Reorganization dated May 31, 2002. ONLY the votes of creditors that actually vote in favor of or against the pending plan will be considered in determining whether the Plan is accepted or rejected. A creditor that fails to vote to either accept or reject the Plan is making a decision to allow the decision of those creditors that vote to control the decision making process.

A class of creditors shall be determined to have accepted the Plan if, in good faith, two-thirds (2/3) in amount and more than one-half (1/2) in number of the voting members of the Class vote to accept the Plan. The Plan shall be confirmed if each impaired class votes to accept the Plan.

In the event an impaired class of creditors does not vote to accept the plan, the Court may nevertheless confirm the Plan if it finds the Plan meets the requirements of Section 1129 of the Code, specifically, that the Plan does not unfairly discriminate among Classes, that each holder of a non-accepting class shall receive at least what it would have received in a Chapter 7 liquidation, and that no holder of a junior claim or interest shall receive any distribution or retain any interest unless all senior classes/ interests are paid

in full.

Even if a junior class or interest will receive a distribution or retain an interest despite non-payment in full of senior classes, and non-acceptance by the same, the Court may, under certain circumstances, confirm the Plan through the invocation of certain judicially created exceptions to the "absolute priority" rule set forth above.

Remember, only those creditors that vote will participate in the decision making process.

# III. PRE-PETITION HISTORY OF DEBTOR

As noted supra, this is a Disclosure Statement in support of a Plan Of Reorganization.

The Plan of Reorganization is premised upon a restructuring of the existing secured debt to allow for its payment in a manner consistent with the projected cash flow of the "reorganized debtor", as well as to provide a distribution to unsecured creditors which the Debtor believes is substantially in excess of that that could be realized in a Chapter 7 case, and which provides a meaningful distribution to holders of general unsecured claims not entitled to priority, while at the same time allowing for the payments to be consistent with the Debtors' projected "cash flow", thereby assuring that the Debtor can meet its Plan Obligations and remain in operation to meet and service the needs of its customers.

This will allow for the Reorganized Debtor to remain in operation, provide employment opportunities for those in the region, and for future profits for the trade creditors with which the Debtor does business, many of which are a part of the unsecured creditor constituency in this case.

Reichdrill was incorporated May 30, 1984. The purpose of the incorporation was to form a corporation that was intended, did and does manufacture and produce industrial drilling rigs for sale to those requiring such equipment, as well as to sell parts for the maintenance and repair of the same once sold to a utilizer of the rig.

The Debtor, through the years, successfully operated, and generally enjoyed a stellar reputation in the industry.

Sales grew, however, unfortunately, losses also grew, foretelling of the need for the instant proceedings.

At the end of 1997, the records of the Debtor showed a negative balance in retained earnings of \$692,757. While sales in 1998 totaled \$8,918,752, losses of \$605,571 were incurred, resulting in negative retained earnings of \$1,409,896 as of December 31, 1998.

1999 showed sales of \$12,431,336, however, these sales led to

losses of \$612,951, and an increase in negative retained earnings to \$2,080,554.

Sales continued to grow for 2000, climbing to \$14,676,553, however, these sales still led to losses of \$419,857, and a growth in negative retained earnings to \$2,677,528.

A review of the companies situation led to several matters being discovered that caused substantial problems for the Debtor. First, it was discovered that the individual with the responsibility for monitoring inventory control and "costing" of rigs and parts was not properly performing his function and had not been properly performing his function, resulting in undercosting of the actual amounts expended to manufacture a rig, thereby resulting in the units being sold at substantial losses. More importantly, it was determined that the inventory levels represented to exist in the records of the company were not accurate, and were substantially overstated.

This occurred at a time when "cash" was low, and the lack of cash resulted in an inability to timely pay vendors, which, understandably, elected not to provide materials and supplies other than COD, or in some cases, in advance, which Reichdrill lacked the cash flow to so.

This led, substantially, to a cessation of manufacturing operations in March of 2001, which itself increased financial pressures, due to the effect the cessation of manufacturing and resulting income had on the company.

This culminated with the filing of the involuntary proceeding by the named creditors in October of 2001.

Facing the possibility of liquidation as the result of the filing of the involuntary proceeding, the debtor and its general counsel determined to seek the advice of restructuring counsel to examine the available options and alternatives. Counsel explained the options and alternatives available, including pursuing relief under Chapter 11 of Title 11, as well as the obligations that would be imposed upon Reichdrill under the applicable guidelines of Chapter 11.

Given the options and alternatives available, the Debtor determined to convert to a case under Chapter 11, and develop a Plan Of Reorganization to allow it to restructure its debt so as to allow for the payment of the "secured debt" in a manner consistent with the projected "cash flow" of the debtor, as well as to allow for the payment of the priority taxes in such a manner as was permitted by the projected cash flow, and to provide for a return to the unsecured creditors, while allowing it to resume manufacturing its rigs.

# IV. POST-PETITION HISTORY OF DEBTOR

Upon the commencement of the case, the "Debtor" determined that its ability to reorganize was dependant on resuming the manufacturing of its drilling rigs, however, it also realized that the actual cost

would have to be closely monitored, to assure that the units were sold at a profit. It further realized it had to closely control its expenses, including rent, to assure it was not spending its available resources on items that were in excess of the amounts needed to be expended to obtain suitable and comparable goods and services.

Ford Motor Credit, almost immediately after the commencement of the case, filed for Relief From Stay as to 2 vehicles financed through Form Motor Credit, one a 1999 4 x 4 Explorer, with a monthly payment of \$921.88, and the other a 1999 Sport Explorer, with a monthly payment of \$762.69. The debtor, as a part of its cost control efforts, agreed to surrender the 4x4, and retain the Sport, thereby going with the lower payment.

Additionally, the Debtors' landlord, who was a petitioning creditor regarding the initiation of the case, had declared the Debtor in default of the lease prior to the commencement of the case, and had given notice of termination of the lease effective as of October 12, 2001.

The landlord then filed a proceeding seeking relief from the automatic stay, for purposes of allowing it to evict the Debtor, as it had remained in possession after the notice of termination and after the commencement of the case. After the proceedings were filed, the Debtor and the landlord agreed to a consent order, which was approved by the Court on January 3, 2002. The Order provided, inter alia, that:

- (i) the lease dated November 15, 1999, was agreed to have been terminated prior to the commencement of the case;
- (ii) absent agreement of the landlord to the contrary, the Debtor was required to vacate the leasehold premises by March 31, 2002;
- (iii) the rent for January, February and March was stipulated to be reduced to \$11,000 in toto, per month;
- (iv) the "Landlord" was accorded a Section 507(a)(2) "gap" claim of \$11,000 for the period between October 18, 2001 and November 16, 2001;
- (iv) the "Landlord" was accorded a Section 507(a)(1) Chapter 11 administrative claim of \$16,150 for the period between November 16, 2001 and December 31, 2001.

The landlord and Reichdrill later agreed to terms under which Reichdrill continues to occupy the leasehold, at terms agreeable to both parties.

Reichdrill thereafter focused upon obtaining financing to allow it to acquire the parts and components necessary to produce drilling rigs, as well as to cover the costs of labor and overhead in manufacturing the same, pending receipt of the purchase price from customers and purchasers of the units. When "conventional" sources of funding could not be obtained, the Debtor sought authority to borrow funds from willing "non-insider" investors, and to accept funds from customers in "pre-payment", under arrangements which accorded the

investors, or as the case may be, the customer making the "pre-payment", secured status, such that the funds advanced could only be used for the acquisition of material for the particular unit, that the funds would be retained in escrow and not be subject to the claims of creditor (other than the part advancing the funds), and that the party advancing the funds would have a security interest, first position, in the parts acquired with its funds, and as the rig is built, the rig itself, along with all accessions and additions thereto. It further provided that to the extent that the "investor" model was used, that the investor would be deemed accorded a security interest in the sale proceeds due for the sale of the unit, and that upon receipt of the sale proceeds, the balance due, together with accrued interest, would be paid.

After notice and hearing, the Court, by Order of April 8, 2002, authorized and approved the desired financing mechanism, which would allow the Debtor to resume its production of drilling rigs.

Since the commencement of the case, the Debtor has generated had total receipts of \$796,646.00, and expenses of \$605,114.62, with net cash flow (without debt service or payment of pre-petition unsecured debt), of \$191,531.38.

Since the obtaining of the financing, Reichdrill has obtained seven firm Orders for new drills, with three additional verbal agreements re orders, yet to be confirmed in writing. Four of the Orders were placed by one distributor, which is, under the terms of the said Financing Order, advancing the amounts required to manufacture its drills.

Management's belief in the ability to succeed in the reorganization process has been further supported by the results of sale and marketing efforts. Prior to the identification of the problems with pricing and inventory control, the market base was capable of generating sales of thirty to forty units per year. Management believed that additional sales potential was present, however, manufacturing capability limited the ability to produce more that thirty to forth units per annum.

In 1996, Reichdrill acquired additional equipment, which allowed the company to increase it manufacturing capabilities.

Management held a meeting in the New England area with current Reichdrill unit owners. Over forty owners attended, and expressed strong support for the product, and Reichdrill's survival.

Management believes that capability to manufacture and sell, profitably, at least twenty-four units per year.

No other significant events have occurred since the commencement of this case.

# A. Summary of Assets, Debts and Liabilities

# As Of Commencement of Case

As of the commencement of the case, the known non-exempt assets of the debtor consisted, inter alia, of the following assets, specifically: ASSET VALUE LIENHOLDER ENCUMBRANCE Checking account, M&T Bank \$1,555.50 none none Checking account, M&T Bank \$2,988.65 none none Accounts Receivable \$102,600.00 PNC total 1984 Ford Trk. \$500.00 none none 1986 Int. Trk. \$3,200.00 none none 1977 K10 Trk. \$8,000.00 County National total 1999 Ford 4x4 Explorer \$10,000.00 Ford Motor Credit total 1999 Ford Sport Explorer \$9,000.00 Ford Motor Credit total 1994 Mercury Sable \$1,200.00 none none Computer Equipment \$10,020.00 Progress Leasing total Computer \$1,000.00 PNC Leasing total Office furniture \$23,350.00 PNC total Plasma Cutting Moshanon Valley Machine \$90,000.00 Economic Develop. total Plasma Cutting North Central Pa. Machine \$90,000.00 Economic Develop. total Machinery & equip. \$79,000.00 PNC total Warehouse on rented Land \$30,000.00 PNC total Active inventory Of Parts \$1,599,524.29 PNC total Inactive inventory \$426,619.68

PNC

total

YOU ARE ADVISED THAT THE VALUATIONS PLACED ON THE ASSETS OF THE DEBTOR AT THE TIME OF THE COMMENCEMENT OF THE CASE ARE THE VALUES OF THE ASSETS IN THE OPINION OF THE DEBTOR'S MANAGEMENT/PRINCIPALS, BASED UPON THEIR FAMILIARITY WITH THE ASSETS AND THEIR COSTS, AS WELL AS THEIR REPLACEMENT VALUE.

TO THE EXTENT ANY CREDITOR BELIEVES THAT KNOWLEDGE OF THE FAIR MARKET VALUE OF THE ASSETS AS OF THE COMMENCEMENT OF THE CASE IS REQUIRED FOR HIS/HER/ITS EVALUATION OF THE PLAN, AND HIS/HER/ITS VOTING THEREON, HE/SHE/IT SHOULD AND MAY OBTAIN AN INDEPENDENT APPRAISAL OF THE ASSETS AT ISSUE AT HIS/HER/ITS COST.

The debts against the debtor were:

#### (A) Secured Claims-

- County National Bank, security interest in 1997 K10 truck, (i) securing a claim of \$2,408.00;
- (ii) Ford Motor Credit, security interest in 1999 Sport Explorer, securing a claim of \$9,202.53;
- (iii) Ford Motor Credit, security interest in 1999 4x4 Explorer, securing a claim of \$15,177.19;
- (iv) Moshanan Valley Economic Development Partnership, security Interest in Plasma Cutting Machine, securing a claim of \$90,000.00;
- $(\mathbf{v})$ North Central Pa. Regional Planning and Development Commission, security interest in Plasma Cutting Machine, securing a claim of \$85,596.29 and \$8,559.62;
- (vi) PNC Bank, security interest in accounts receivable, Inventory, office equipment, computers, and manufacturing equipment, securing a claim asserted at \$2,303,878.89;
- (vii) PNC Leasing, security interest in exchange server, securing a claim of \$\$4,656.26;
- (Viii) Progress Leasing, security interest in computer equipment, securing a claim of \$10,020.00.

#### (B) Executory Contracts-

<sup>1</sup> The valuation of the inventory of parts in made assuming that Reichdrill survives, and that Reichdrill units continue to be manufactured. In the event that Reichdrill units would no longer continue to be manufactured, it is estimated that the value of the inventory would decrease from \$2,090,143.97, to \$150,000.

The Debtor is a party to the lease referred to above for the land upon which its warehouse is situate, as well as the office and manufacturing facility.

(C) Priority Claims-

The Debtor did not believe that there were any priority claims due and owing.

(E) General Unsecured Claim-

The unsecured claims as scheduled totaled \$2,733,977.71, as scheduled in Schedule F of the petition and schedules.

# B. Significant Post-Petition Events

The purpose of this section of the Disclosure Statement is to apprise the claim holder of significant post-petition events that affect the present status of the case and potentially could affect the vote of a claim holder on the Plan.

Exclusive of the proceedings discussed supra, no additional matters have occurred that the debtors believe would affect the status of this case.

# C. Status of Assets and Liabilities as of Drafting Date of Plan, May 31, 2002

- (1) Liabilities
- (a) Undisputed Claims

As set forth above, the time "bar date" for the filing of claims has passed, and the debtor had been able to examine and analyze the claims filed and/or deemed filed, and where appropriate in the opinion of the debtor and its counsel, determine to file objections to the same.

(A) Secured claims:

See Above.

(B) Executory Contracts:

None

(C) Priority Claims For Taxing Bodies Entitled To Priority Under Section 507(a)(8):

The I.R.S. has asserted claims as follows, to wit, claim 122

- (\$1,547.97), and 138 (\$5,000.00), and the Commonwealth of Pa., Dept. Of Revenue, \$4,825.00.
- (D) General Unsecured Claims Not Entitled To Priority That Were Timely Filed Or Are Deemed To Have Been Timely Filed And Are Not Disputed At This Juncture-

These claims, which had been scheduled at \$2,733,977.71 at the time of filing, now total \$2,636,193.96, as the result of claims actually filed asserting amounts different that set forth in the Debtors records.

# (E) Disputed Claims-

The following claims were asserted and are disputed by the Debtor, either because of a lack of documentation, a dispute as to the amount(s) due, or a dispute as to the "Priority" claimed, to wit:

- (i) Fastenal Company- claim in the amount of \$33,586.26, asserted as a secured claim, debtor believes should be classified as general unsecured claim not entitled to priority, as no collateral is held for the claim, claim # 7;
- (ii) Darwin Industries- claim in the amount of \$12,534.96, asserted as a priority claim, debtor believes that the claim is a general unsecured claim not entitled to priority, as no basis for claiming priority status is known, claim # 18;
- (iii) Philipsburg Electric Supply- claim in the amount of \$2,799.35, asserted as a priority claim, debtor believes that the claim is a general unsecured claim not entitled to priority, as no basis for claiming priority status is known, claim # 26;
- (iv) Engineered Cooling Systems- claim in the amount of \$1,658.20, asserted as a priority claim, debtor believes that the claim is a general unsecured claim not entitled to priority, as no basis for claiming priority status is known, claim # 32;
- (v) Scott Industrial claim in the amount of \$2,325.00, asserted as a priority claim, debtor believes that the claim is a general unsecured claim not entitled to priority, as no basis for claiming priority status is known, claim # 31;
- (vi) Kline Tool & Dye Co.- claim in the amount of \$74,125.76, asserted as a priority claim, debtor believes that the claim is a general unsecured claim not entitled to priority, as no basis for claiming priority status is known, claim # 37;
- (vii) James Hughey- claim asserted in the amount of \$3,600, asserting entitled to allowance as wage priority claim, not reflected in debtors records, claim # 41;

- (viii) ALP Industries- claim asserted as general unsecured claim not entitled to priority in the amount of \$1,162.02, no amounts due reflected in debtor's records, claim # 88;
- (ix) Million Dollar Machinery- claim in the amount of \$165.70, asserted as a priority claim, debtor believes that the claim is a general unsecured claim not entitled to priority, as no basis for claiming priority status is known, claim # 107;
- (x) General Electric Capital Corp. claim in the amount of \$2,507.35 asserted as general unsecured claim not entitled to priority, not shown on debtors records, claim # 106;
- (xi) Xerox Corporation- claim asserted in the amount of \$3,103.70, asserted as secured, no basis known for assertion of secured claim status, believed general unsecured claim not entitled to priority, claim # 108;
- (xii) Morocco Welding- claim in the amount of \$3,083.03, asserted as a priority claim, debtor believes that the claim is a general unsecured claim not entitled to priority, as no basis for claiming priority status is known, claim # 113;
- (xiii) Central Distributors claim in the amount of \$1,056.87, asserted as a priority claim, debtor believes that the claim is a general unsecured claim not entitled to priority, as no basis for claiming priority status is known, claim # 119;
- (xiv) William Treacy- claim asserted in the amount of \$5,312.32, Asserted to be entitled to allowance as a priority tax claim, no basis known for allowance as priority claim as asserted, claim # 124;
- (xv) Charles Manella- claim asserted as a general unsecured claim not entitled to priority in the amount of \$25,000.00, not reflected on debtors schedules, claim # 128;
- (xvi) JARP Industries- claim in the amount of \$13,080.00, asserted as a priority claim, debtor believes that the claim is a general unsecured claim not entitled to priority, as no basis for claiming priority status is known, claim # 132;
- (xvii) John H. Wambold- claim asserted as a general unsecured claim not entitled to priority in the amount of \$26,500.00, not reflected on debtors schedules, claim # 136; and
- (xviii) Robert F. Vali- claim asserted as a general unsecured claim not entitled to priority in the amount of \$1,974,075.00, not reflected in debtors records for amounts claimed due, basis and support of claim to be determined.
- It is believed that to the extent that the above claims are allowed, in whole or in part, that the same will be allowed as general

unsecured claims not entitled to priority.

#### (2) Assets

The asset picture of the estate, at present, is relatively straightforward.

The debtor is of the opinion that no material change has occurred in the asset picture of this estate since the filing of the case, and that no material change has occurred to the value of the estate assets, with the exception of the expenditures of the then existing bank balances.

YOU ARE ADVISED THAT THE VALUATIONS PLACED ON THE ASSETS OF THE DEBTOR AT THIS TIME ARE THE VALUES OF THE ASSETS IN THE OPINION OF THE DEBTORS' MANAGEMENT/PRINCIPALS, BASED UPON MANAGEMENTS FAMILIARITY WITH THE ASSETS AND THEIR COSTS, AS WELL AS THEIR REPLACEMENT VALUE.

TO THE EXTENT ANY CREDITOR BELIEVES THAT KNOWLEDGE OF THE FAIR MARKET VALUE OF THE ASSETS IS REQUIRED FOR HIS/HER/ITS EVALUATION OF THE PLAN, AND HIS/HER/ITS VOTING THEREON, HE/SHE/IT SHOULD AND MAY OBTAIN AN INDEPENDENT APPRAISAL OF THE ASSETS AT ISSUE AT HIS/HER/ITS COST, AND COSTS OF TEARDOWN AND REMOVAL.

# V. SUMMARY OF PLAN OF REORGANIZATION DATED MAY 31, 2002

The Plan of Reorganization of the Debtor, as set forth below, is a restructuring of the secured debt to meet the Debtors cash flow, as well as to allow for the payment of the administrative, priority and general unsecured claims in accord with the Debtors' projected "cash flow".

The Debtor does disclose that investigation has disclosed that the security interest of PNC Bank appears subject to avoidance under Section 547 of the Code, as the same does not appear to have properly perfected until a period within 90 days of the date of the commencement of this case.

The Debtor has elected not to seek avoidance of the secured claim as PNC, as an element of the work out, has agreed to reduce its allowed secured claim from the 2.3 million asserted as being due in its Proof Of Claim to 1.4 million dollars, and to allow for an amortization of the same over a period of 20 years, with the balance outstanding to be payable in full five years from the "effective date".

Given the concession and accommodations of PNC, as well as the fact that if placed into the "unsecured class" the Debtor would be liquidated and as set forth below effect substantially less of a distribution to its creditors than it proposes to do under this Plan,

the Debtor has not elected to avoid the security interest, and will treat the claim as provided for herein, thereby remaining in business, and providing employment opportunities as well as business opportunities for the trade creditors that elect to continue doing business with the debtor after reorganization.

The treatment being provided to the various classes parallels the treatment that the claims would receive in a Chapter 7 case.

The claims have been classified according to their nature, as permitted by Section 1122 of the Code, however the classification and treatment is parallel to the treatment the same would receive in a Chapter 7 case.

- 1. CLASS 1- Class 1 shall be the claims of PNC Bank, N.A. which are asserted, at claim 133, to be, as of the date of the commencement of this case, \$2,303,878.89, the security therefore being its security interest in the equipment, accounts, inventory and other assets provided for in the security agreement executed by the Debtor at the time of the execution of the said documents, which is duly perfected, together with all accessions and additions thereto, whether now existing or hereinafter acquired.
- 2. CLASS 2- Class 2 are the allowed secured claim of North Central Pennsylvania Regional Planning And Development Commission, which are asserted, at claims 150, to be, as of the date of the commencement of this case, \$85,596.29 and \$8,559.62, the security therefore being its security interest in the Koike Aronson, Inc. Versa Graph 4700 DH Plasma Cutting Machine Serial Number VGM 1400, together with all attachments thereto and replacements thereof, whether existing as of the "effective date" or thereafter obtained, together with all additions, replacements, and accessions thereto.
- 3. CLASS 3- Class 3 is the allowed secured claim of Moshanon Valley Economic Development Partnership, which is asserted to be, as of the date of the commencement of this case, \$90,000, the security therefor being its security interest in the item of equipment set forth above, and more fully described in its security agreement, which is duly perfected, together with all additions, replacements and accessions thereto, whether now existing or hereafter acquired.
- 4. CLASS 4- Class 4 is the allowed secured claim of Ford Motor Credit Company, which is asserted, at claim 29, to be, as of the date of the commencement of this case, \$15,424.99, the security therefor being a security interest in the 1999 Ford 4x4 Explorer, and more fully described in its security agreement, together with all additions, replacements and accessions thereto, whether now existing or hereafter acquired.
- 5. CLASS 5- Class 5 is the secured claim of Ford Motor Credit Company, which is asserted, at claim 30, to be, as of the date of the commencement of the case, \$9,360.87, the security therefore being a security interest in a Ford Sport Explorer, as more fully described in

its security agreement, together with all additions, replacements and accessions thereto, whether now existing or hereafter acquired.

- 6. CLASS 6- Class 6 is the secured claim of County National Bank, which is asserted, at claim 105, to be, as of the date of the commencement of the case, \$742.00, the security therefore being a security interest in a 1997 K10 truck, and more fully described in its security agreement, together with all accessions thereto, whether now existing or hereafter acquired.
- 7. CLASS 7- Class 7 is the allowed secured claim of PNC Leasing, which was asserted to be in the amount of \$4,656.26, the security therefore being a security interest in the exchange server of the Debtor, and more fully described in its security agreement, together with all accessions thereto, whether now existing or hereafter acquired.
- 8. CLASS 8- Class 8 is the allowed secured claim of Progress Leasing Company, which was asserted, at claim 143, to be in the amount of \$6,321.22, the security therefore being a security interest in the computer equipment of the Debtor, as more fully described in the security agreement creating the interest, together with all accessions and additions thereto, whether now existing or hereafter acquired.
- 9. CLASS 9- Class 9 is the allowed claims of the Commonwealth of Pennsylvania, Dept. of Revenue, which are entitled to priority pursuant to Section 507(a)(8), which are asserted, at claim 78, to be in the amount of \$4,825.00, as well as the claims of the I.R.S., which are asserted, at claims 122 and 138, to be in the amounts of \$1,547.97 and \$5,000.00.
- 10. CLASS 10- Class 10 is the allowed claim of Robert Valli, for "gap" rent, which is entitled to Section 507(a)(2), filed at claim # 148, in the amount of \$11,000.00.
- 11. CLASS 11- Class 11 is the allowed claim of the Robert Valli, for rent from November 16 to December 31, in the amount of \$16,150, which is entitled to Section 507(a)(1) priority as a Chapter 11 administrative expense.
- 12. CLASS 12- Class 12 consists of the administrative claims allowable as Section 503(b)(1) claims, excluding professional fees to counsel to the debtor-in-possession (and such other professionals, if any, as the court may authorize to be retained). Such obligations are presently current, and will be paid as and when due out of income of the debtor/ estate.
- 13. CLASS 13 Class 13 consists of the administrative expenses under Section 503 of the Code to professionals, specifically James R. Walsh, Esq., debtors counsel, as well as any other such professionals hereafter retained with Court approval, to the extent the same shall be allowed by the Court, after notice and hearing as required by law.

- 14. CLASS 14- Class 14 consists of the allowed amount of the holders of timely filed (or deemed timely filed) general unsecured claims not entitled to priority.
- 15. CLASS 15- Class 15 shall be deemed to be the equity interest holders in he Debtor.

Class 1 shall be allowed in the amount of \$2,303,878.89, of which amount \$\frac{1}{2}\$ shall be deemed the principal balance, and \$\frac{1}{2}\$ shall be accrued interest, with the residue being late charges and other such charges. The Class 1 claimant shall retain its security interest in the equipment, inventory, receiveables, and any other assets provided for in the Security Agreement, together with all accessions and additions thereto, whether now existing or hereinafter acquired.

Commencing on the 15<sup>th</sup> day of the month following the "effective date", the Debtor shall commence making monthly payments of \$13,510.00 per month, which payments shall be applied first to charges that accrue post confirmation, then to interest accruing post confirmation as herein provided, and thereafter to principal reduction.

Interest shall accrue on said claim at the rate of 10.0% per annum from the "effective date" until the Adjusted Claim 1 Obligation shall be paid in full as provided for herein, and said rate shall remain in effect regardless of default, acceleration, maturity, the entry of judgment, or any similar event.

Said monthly payments of \$13,510.00 shall be paid for a period of 48 months, and shall be applied as set forth above.

Thereafter, upon the 48<sup>th</sup> monthly anniversary date of the "effective date", the Debtor shall make a final Balloon Payment of the entire balance due upon the Class 1 obligation, which, provided the Debtor has not defaulted upon the payments due under the terms of this Plan, shall not exceed \$1,400,000.00, it being agreed that if the amounts due exceed \$1,400,000.00, the payment of said amount shall be accepted as payment in full, and the obligation(s) shall be deemed paid in full, satisfied, discharged, and any amounts in excess of said amount shall be deemed forgiven, discharged, and paid in full. In the event of a default in the payment of the amounts due hereunder which shall not be "cured" within any applicable "cure period", the limitation and forgiveness provisions relating to the Class 1 claim shall not be applicable.

Except as herein otherwise set forth, all other terms, conditions and provisions of the note and security agreement securing the same shall govern and control the obligation and security.

The claimant shall be precluded from enforcing its liens/ claims for so long as the Reorganized Debtor is not in excess of 30 days in arrears in making payments to said claimant or in default of any term

of the Security Agreement(s). In the event that the Reorganized Debtor becomes in excess of 30 days in arrears in said payments, should the same not be "cured" within 5 days of receipt by the Reorganized Debtor of written notice of default, the claimant shall be permitted to enforce its claims as permitted by law, including but not limited to enforcing its lien(s) as permitted by law.

In the event that the Reorganized Debtor commit a non-monetary default, should the same not be "cured" within 30 days of receipt by the Reorganized Debtor of written notice of default, the claimant shall be permitted to enforce its claims as permitted by law, including but not limited to enforcing its lien(s) as permitted by law, unless the default is not capable of being cured in said period, in which case if the debtor provides a written Plan to cure the default within a reasonable period of time and proceeds to commence the cure pursuant to said Plan and continues with due diligence until the cure is effected, the enforcement of the claim(s) and lien(s) shall be stayed.

Upon payment of the amounts provided for herein, said claim(s) shall be deemed satisfied and paid in full, and the lien(s) securing the same shall be satisfied forthwith by the claimant, and the same shall, as a matter of law, be deemed satisfied even if not satisfied of record by the claimant, and further, to the extent that the security was effected via the retention of title/ownership of the collateral, good and marketable title thereto, free and clear of any security interest, right, interest or claim of any third party against the Claimant or the collateral (not created as the result of actions by or against the Reorganized Debtor) shall be transferred to the Reorganized Debtor IN AS IS WHERE IS CONDITION, without warranties of any kind or nature, title alone excepted.

The restructuring of the Class 1 obligation as provided for herein and the substitution of the Adjusted Class 1 Obligation for the existing obligations of the Debtor to the Class 1 Claimant shall not operate to discharge the guarantors of the existing obligations, but rather, the Guarantors shall become the Guarantors of the Adjusted Class 1 Obligation, in substitution for their guaranties upon the existing class 1 obligations.

Classes 2, 3, 5 and 6 shall be paid in accord with the terms of the notes, security agreements, and related documents evidencing said claims, as fully and completely as if the instant proceeding shall not have been commenced, provided however, that to the extent that arrearages have accrued upon the obligations prior to or since the commencement of this case, no interest or other charges shall be deemed to have accrued post-petition, and further, the maturity date shall be extended to allow for the contractual payment, resuming on the 15<sup>th</sup> day of the month following the month in which the "effective date" occurs, to amortize and satisfy the obligation over the remaining life of the each obligation, assuming that the months in which payments were not made had not been included within the original amortization period(s).

The claimant(s) shall be precluded from enforcing their liens/ claims for so long as the Reorganized Debtor is not in excess of 30 days in arrears in making payments to said claimant or in default of any term of the Security Agreement(s). In the event that the Reorganized Debtor becomes in excess of 30 days in arrears in said payments, should the same not be "cured" within 5 days of receipt by the Reorganized Debtor of written notice of default, the claimant shall be permitted to enforce its claims as permitted by law, including but not limited to enforcing its lien(s) as permitted by law.

In the event that the Reorganized Debtor commit a non-monetary default, should the same not be "cured" within 30 days of receipt by the Reorganized Debtor of written notice of default, the claimant shall be permitted to enforce its claims as permitted by law, including but not limited to enforcing its lien(s) as permitted by law, unless the default is not capable of being cured in said period, in which case if the debtor provides a written Plan to cure the default within a reasonable period of time and proceeds to commence the cure pursuant to said Plan and continues with due diligence until the cure is effected, the enforcement of the claim(s) and lien(s) shall be stayed.

Upon payment of the amounts provided for herein as to said claim(s), said claim(s) shall be deemed satisfied and paid in full, and the lien(s) securing the same shall be satisfied forthwith by the claimant, and the same shall, as a matter of law, be deemed satisfied even if not satisfied of record by the claimant, and further, to the extent that the security was effected via the retention of title/ownership of the collateral, good and marketable title thereto, free and clear of any security interest, right, interest or claim of any third party against the Claimant or the collateral (not created as the result of actions by or against the Reorganized Debtor) shall be transferred to the Reorganized Debtor IN AS IS WHERE IS CONDITION, without warranties of any kind or nature, title alone excepted.

All other terms and conditions of the Class 2, 3, 5 and 6 loan documents shall remain in full force and effect.

The security for the Class 4 obligation was heretofore surrendered to the Claimant, and as such, no further provision is made for Class 4, as the same has been eliminated by the surrender to the Claimant of the collateral.

Commencing upon the 15<sup>th</sup> day of the month following the month in which the "effective date" occurs, Reichdrill shall commence making monthly payments to the Class 7 claimant in the amount of \$500 per month, until such time as the allowed amount of the claim shall be paid in full. The claimant shall retain its security interest in the collateral securing the same, and in the event of a default in payment in excess of 15 days after written notice of non-payment, the entire balance shall become due and payable, and the Claimant shall be

permitted to enforce its security interest as permitted by law.

Commencing upon the 15<sup>th</sup> day of the month following the month in which the "effective date" occurs, Reichdrill shall commence making monthly payments to the Class 8 claimant in the amount of \$1,000 per month, until such time as the allowed amount of the claim shall be paid in full. The claimant shall retain its security interest in the collateral securing the same, and in the event of a default in payment in excess of 15 days after written notice of non-payment, the entire balance shall become due and payable, and the Claimant shall be permitted to enforce its security interest as permitted by law.

Upon the "effective date", the claims of the Class 10 and 11 Claimants shall be paid in full, unless the Debtor and the Claimant shall otherwise agree upon extended payment terms.

Amounts due to Class 12 shall be paid as and when the same become due and owing, as per the terms of the obligations.

Class 13 shall be paid in full upon the later of the "effective date" of the Plan or when allowed by the Court after notice and hearing, and to the extent that the Plan Distribution Fund shall not have sufficient funds in it to so do, the funds to be paid into the Plan Distribution Account shall be used first to pay the same until the same be paid in full.

Class 9 shall, commencing upon the 15<sup>th</sup> day of the month following the month in which the "effective date" occurs, be paid the sum of \$1,000 per month, until the allowed claims within said Class shall be paid in full. Said amount shall be distributed on a pro-rata basis to the holders of claims within said Class, and interest shall accrue on the outstanding balance from the "effective date" until paid in full at the rate of 8% per annum. All payments shall be applied first to accrued interest, then to principal reduction. Should the Debtor become in excess of 15 days in arrears of payments due hereunder, the Claimants within Class 9 shall be entitled to enforce their claims as permitted by law.

Class 14 shall, commencing upon the 15<sup>th</sup> day of the month following the month in which the "effective date" occurs, be paid the sum of \$4,000 per month until the Class 9 claims shall be paid in full, at which time the monthly payment shall increase to \$5,000 per month, until such time as the sum of \$360,000 shall have been distributed to the holders of allowed Class 14 claims, with said amounts to be distributed pro-rata on at least a quarterly basis. Should the Debtor become in excess of 30 days in arrears of payments due hereunder, the Claimants within Class 14 shall be entitled to enforce their claims to the extent that the same would have received payment had all payments due the Class 14 Claimants been paid and had the Claimant enforcing the claim received its pro-rata portion of the said amounts, calculated as if the entire balance due the Class pursuant hereto had been accelerated and become due upon the expiration of the default period, as permitted by law. The aforesaid

provisions not thstanding, the entire amount due to Class 14 claimants pursuant hereto shall be paid in not more than 72 months.

Class 15 shall retain its equity interest, provided, however, no amounts shall be paid to Class 15 until such times as all amounts due to Classes 13, a, and 14 have been paid in full.

The "effective date" of the Plan shall be 45 days from the date the order of confirmation becomes final.

# VI. COMPARISON WITH CHAPTER 7 CONVERSION/ LIQUIDATION

The pending Plan of Reorganization, it is submitted, produces a substantially greater return to creditors than a Chapter 7

In a Chapter 7 liquidation, the debtor's assets' would be liquidated by a Trustee. Experience has shown that such a liquidation rarely brings the "highest and best price", rather, since the sales are "distress" type sales, the prices are usually below what could be obtained via orderly negotiated sales.

Assuming that in a liquidation the Trustee would move to avoid the security interest of PNC, the assets of the Debtor would, with the exception of the secured claims of County National Bank, Ford Motor Credit, Progress Leasing, PNC Leasing, Moshanon Valley Economic Development Partnership, and the North Central Pennsylvania Planning and Development Counsel, be liquidated for the claims of unsecured creditors.

As set forth above, while the inventory has substantial value if used in a "going concern" in which Reichdrill rigs continue being manufactured and the parts utilized for manufacture, repair and maintenance of the same, the same is projected to have little value for other than "speculators" if Reichdrill is liquidated and the units no longer produced.

The Debtor has estimated that the assets available for liquidation would, without factoring in costs of sale, generate, using a liquidation value for the inventory, approximately \$385,000, which, after payment of projected sale costs (\$38,500) and administrative fees for the Trustee and his counsel (\$25,000), leave \$322,500 available for distribution. After paying accrued Chapter 11 expenses for professionals and the landlord, (\$36,500), it is projected that \$286,500 would be available for distribution, and that after payment of priority claims, that \$275,000 would be the most available for distribution. With the inclusion of the PNC claim of 2.3 million, and the undisputed unsecured claims of 2.7 million, it is projected that, without factoring in the disputed claims, that the maximum projected distribution would be \$0.05 per dollar of allowed claim. If the disputed claims are allowed, then the distribution would be reduced to

Under the Plan as proposed, the proposed distribution will be between \$0.128 cents per dollar of allowed claim without the disputed claims and \$0.078 cents per dollar of allowed claim, with the disputed

Moreover, in a Chapter 11, distributions commence upon the "effective date", whereas in a Chapter 7 case, no distribution occurs until the approval of the Final Accounting And Distribution Schedules, which, given the projected claims litigation and the projected lien avoidance litigation, would be expected to take at least 24 to 36

In addition, under the Plan, if approved, the Reorganized Debtor remains in business. Creditors which continue to do business with the Reorganized Debtor earn a profit, and the employee's remain employed.

As such, it is submitted that the return to creditors is substantially greater in a Chapter 11 under the pending Plan than would result in a Chapter 7 case.

# VII. FEASIBILITY OF THE PLAN

Feasibility regarding the Plan involves an analysis of the probabilities that the debtors will be able to comply with the terms of the Plan and fulfill its obligations.

It is submitted that the Plan, as proposed, is feasible.

Attached hereto as Ex. I are cash flow projections and pro forma for the Reorganized Debtor showing the projected income and expenses. These projections are premises upon the Debtor being able to manufacture and sell 2 rigs per month, for a total of 24 per year, at an average selling price of \$330,000 per year, and are premised upon the treatment being proposed in this Plan being accepted by the various classes.

Under this analysis, the Debtor is able to meet the Plan obligations, and have a small surplus of \$2,700 per month, as a reserve in the event that one or more expenses are greater than expected, or that revenue in less than expected.

It is believed that the same are realistic and obtainable, and more importantly, that by meeting the same the Reorganized Debtor will be able to meet the Plan mandates for payment.

Moreover, it is submitted that there is little, if any, risk to creditors in this Plan, as in the event of a default, creditors will have received the payments made to the date of the default, and the

Moreover, as set forth above, the Debtor has, through its marketing efforts, determined that the market is present for the sale of the projected 24 units per year, and that the Debtor has the capability to manufacture the projected 24 units per year.

It is believed that the Plan is feasible.

#### VIII. CONCLUSION

This Disclosure Statement has been prepared on behalf of the debtors in accordance with Section 1125 of the Bankruptcy Code, and has been determined by the Court, after notice and hearing, to contain information to allow creditors entitled to vote on the Plan to make an informed decision regarding the advisability of approving or rejecting the Plan, as proposed. All creditors should carefully review the schedules, pleadings in the case, monthly financial reports, and the Plan and related Disclosure Statement to determine whether their best interests and those of similarly situated creditors will be best served by confirmation of the proposed Plan or rejection of the same, and the possibility of conversion and liquidation.

If after reviewing the relevant information questions remain as to the terms of the Plan and/or their effect, it is recommended that the creditor contact counsel of his/her/its choice knowledgeable in bankruptcy matters.

James R. Walsh, Esquire 400 U.S. Bank Building

P.O. Box 280

Johnstown, PA 15907

(814) 536-0735

Pa. I.D. # 27901

Attorneys for Debtors-In-Possession

JRW/LAPTOP/Reichdrill, Inc./Plan Of 5-31-02 Disclosure/version 6-01-02

5/21/02

### Budget - 2 Rigs/Month

10:02 AM

#### Monthly

### OPENING CASH BALANCE

O. LIMING CASH BALANCE	
RECEIPTS	
Cash Sales & A/R Collected	
	\$ 660,000
Used Drill Sales	<b>5</b>
Parts Sales	\$ 70,000
	₹ 7,000
	B ~
Loans	
Other Cash	
TOTAL S	
IOIAL	737,000
DISBURSEMENTS	
PAYROLL - INDIRECT S	36,737
PAYROLL - DIRECT S	-,,
PAYROLL Taxes @ 15% \$	
Professional Fees \$	
	- /
1.0	
Rent 5	
Taxes General - Property \$ UTILITIES:	2,200
Electric \$	4,000
Gas \$	350
Water \$	175
Sewer \$	50
Telephone S	3,000
	-,
EQUIPMENT LEASES:	
Progress (Computers) \$	1,900
Pitney Bowes \$	70
Copiers \$	600
Shop \$	1,100
	1,100
Equipment Rent \$	750
Marketing \$	4,000
Sales Commissions \$	: E
Insurance \$	25,000
Term Loans \$	
Parts & Materials \$	517,600
Product Development \$	:20
Prepaid Expenses \$	12
Bank Charges \$	350
	. 350
	13,500
· · · · · · · · · · · · · · · · · · ·	250
Postage \$	250
Dues & Subscriptions \$	750
Donations \$	100
Payroll Service \$	250
Shop Expenses \$	6,000
Warranty Expense \$	1,100
= Freight in	13,975
_	

5/21/02

### Budget - 2 Rigs/Month

10:02 AM

#### DISBURSEMENTS -CONT'D

Freight ou	1,200		
Welding Supplies	1,750		
Sand Blasting	1,500		
Rig Fluids	1,200		
Repairs & Maintenance	500		
Leasehold Improvements	250		
Waste Management	400		
Private Loans/Notes	-		
Sales Taxes Remitted	_		
TOTAL	\$ 703,765		
Net Cash (EBITDA)	33,235		
Closing Cash	\$ 33,235		
DEST PAYMENTS			
Pre-Petition Payables	\$ 5,000		
MVEDC	\$ 1,957		
NCPRPDC	\$ 2,076		
PNC Bank	\$ 13,510		
Ford Motor Credit	\$ 770		
INTEREST	\$ 5,363		
BALANCE	\$ 4,560		
Tax Reserve @ 40%	\$ 1,824		
AVAILABLE CASH	\$ 2,736		

				ANKRUPTCY			
******	THE V	VESTERN ******	DISTRICT ******	OF PENNS	YLVANI * * * * * * *	<b>A</b> :******	*****
			)				
IN RE:			)				
			)				
REICHDRILL,	INC.		)	Bktcy No.	01-30	627 BM	
			)				
D€	ebtor-In-	-Possess	sion)	Chapter 3	.1		
			)				
****	*****	*****	*****	*****	*****	****	****

#### PLAN OF REORGANIZATION OF DEBTOR-IN-POSSESSION

DATED MAY 31, 2002

COMES NOW the above named Debtor-In-Possession, by and through its attorneys, Spence, Custer, Saylor, Wolfe and Rose, and does file the within Plan Of Reorganization Of Debtor-In-Possession Dated May 31, 2002, upon a cause whereof the following is a statement, to wit:

#### I. INTRODUCTION

The instant cases was commenced by the filing of an involuntary petition for relief against the Debtor, Reichdrill, Inc. ("Reichdrill") pursuant to Chapter 7 of Title 11 of the U.S. Code, 11 U.S.C. Section 101. The petitioning creditors were Robert Valli, Kline Tool & Dye Co., and Bar Industrial, Inc. The petition for relief was filed in the United States Bankruptcy Court For The Western District Of Pennsylvania on October 18, 2001. Said case was docketed to the above number.

Reichdrill elected not to contest the averments of the petition, which had a response date of November 16, 2001. Instead it elected to utilize the filing as an opportunity to restructure its financial condition. It therefore elected to and did file, pursuant to Section 706(a) of the Code, a petition to convert the case from a proceeding under Chapter 7 of the Code to a proceeding under Chapter 11 of the Code.

The Court thereafter, on November 16, 2001, entered an Order For Relief, as prayed for in the involuntary petition, placing Reichdrill as a debtor in a proceeding under Chapter 7 of the Code, and, on November 19, 2001, entered the Order converting the proceeding from a case under Chapter 7 of the Code to a proceeding under Chapter 11 of the Code, thereby making Reichdrill a "debtor-in-possession", with all of the powers and authority, of such, as well as the obligations attendant thereto, as provided for in Section 1107 of the Code.

As a debtor-in-possession, Reichdrill and its management, Andrew Drebitko, Jr., as President and Douglas K. Burnsworth, as Vice-

President, Secretary, and Treasurer, has remained in control of its assets, subject to Court approval of extra-ordinary transactions and the "oversight" provided by the Office Of The United States Trustee.

The goal of the filings was the formulation and development of a Plan Of Reorganization confirmable pursuant to 11 U.S.C. Section 1129.

Upon the commencement of the case, the Debtor sought and obtained authority to retain James R. Walsh, Esq. of Spence, Custer, Saylor, Wolfe and Rose to represent it and assist it in its Chapter 11 case. An Official Committee of Unsecured Creditors was appointed and organized pursuant to Section 1102 of the Code in this case, and the Committee has sought to retain Steven S. Hurvitz, Esquire, of McQuaide, Blasko, Schwartz, Fleming & Faulkner as counsel. A hearing is scheduled on said Motion for June 6, 2002. Reichdrill does not oppose the retention.

This case has progressed to the point that the Debtor has proposed a Plan of Reorganization dated as of May 31, 2002.

## ARTICLE II SPECIFICATION OF THE CLASSES

The Plan of Reorganization of the Debtor, as set forth below, is a restructuring of the secured debt to meet the Debtors cash flow, as well as to allow for the payment of the administrative, priority and general unsecured claims in accord with the Debtors' projected "cash flow".

The treatment being provided to the various classes parallels the treatment that the claims would receive in a Chapter 7 case.

The claims have been classified according to their nature, as permitted by Section 1122 of the Code, however the classification and treatment is parallel to the treatment the same would receive in a Chapter 7 case.

- 1. CLASS 1- Class 1 shall be the claims of PNC Bank, N.A. which are asserted, at claim 133, to be, as of the date of the commencement of this case, \$2,303,878.89, the security therefore being its security interest in the equipment, accounts, inventory and other assets provided for in the security agreement executed by the Debtor at the time of the execution of the said documents, which is duly perfected, together with all accessions and additions thereto, whether now existing or hereinafter acquired.
- 2. CLASS 2- Class 2 are the allowed secured claim of North Central Pennsylvania Regional Planning And Development Commission, which are asserted, at claims 150, to be, as of the date of the commencement of this case, \$85,596.29 and \$8,559.62, the security therefore being its security interest in the Koike Aronson, Inc. Versa Graph 4700 DH Plasma Cutting Machine Serial Number VGM 1400, together with all attachments thereto and replacements thereof, whether

existing as of the "effective date" or thereafter obtained, together with all additions, replacements, and accessions thereto.

- 3. CLASS 3- Class 3 is the allowed secured claim of Moshanon Valley Economic Development Partnership, which is asserted to be, as of the date of the commencement of this case, \$90,000, the security therefor being its security interest in the item of equipment set forth above, and more fully described in its security agreement, which is duly perfected, together with all additions, replacements and accessions thereto, whether now existing or hereafter acquired.
- 4. CLASS 4- Class 4 is the allowed secured claim of Ford Motor Credit Company, which is asserted, at claim 29, to be, as of the date of the commencement of this case, \$15,424.99, the security therefor being a security interest in the 1999 Ford 4x4 Explorer, and more fully described in its security agreement, together with all additions, replacements and accessions thereto, whether now existing or hereafter acquired.
- 5. CLASS 5- Class 5 is the secured claim of Ford Motor Credit Company, which is asserted, at claim 30, to be, as of the date of the commencement of the case, \$9,360.87, the security therefore being a security interest in a Ford Sport Explorer, as more fully described in its security agreement, together with all additions, replacements and accessions thereto, whether now existing or hereafter acquired.
- 6. CLASS 6- Class 6 is the secured claim of County National Bank, which is asserted, at claim 105, to be, as of the date of the commencement of the case, \$742.00, the security therefore being a security interest in a 1997 K10 truck, and more fully described in its security agreement, together with all accessions thereto, whether now existing or hereafter acquired.
- 7. CLASS 7- Class 7 is the allowed secured claim of PNC Leasing, which was asserted to be in the amount of \$4,656.26, the security therefore being a security interest in the exchange server of the Debtor, and more fully described in its security agreement, together with all accessions thereto, whether now existing or hereafter acquired.
- 8. CLASS 8- Class 8 is the allowed secured claim of Progress Leasing Company, which was asserted, at claim 143, to be in the amount of \$6,321.22, the security therefore being a security interest in the computer equipment of the Debtor, as more fully described in the security agreement creating the interest, together with all accessions and additions thereto, whether now existing or hereafter acquired.
- 9. CLASS 9- Class 9 is the allowed claims of the Commonwealth of Pennsylvania, Dept. of Revenue, which are entitled to priority pursuant to Section 507(a)(8), which are asserted, at claim 78, to be in the amount of \$4,825.00, as well as the claims of the I.R.S., which are asserted, at claims 122 and 138, to be in the amounts of \$1,547.97 and \$5,000.00.

- 10. CLASS 10- Class 10 is the allowed claim of Robert Valli, for "gap" rent, which is entitled to Section 507(a)(2), filed at claim # 148, in the amount of \$11,000.00.
- 11. CLASS 11- Class 11 is the allowed claim of the Robert Valli, for rent from November 16 to December 31, in the amount of \$16,150, which is entitled to Section 507(a)(1) priority as a Chapter 11 administrative expense.
- 12. CLASS 12- Class 12 consists of the administrative claims allowable as Section 503(b)(1) claims, excluding professional fees to counsel to the debtor-in-possession (and such other professionals, if any, as the court may authorize to be retained). Such obligations are presently current, and will be paid as and when due out of income of the debtor/ estate.
- 13. CLASS 13 Class 13 consists of the administrative expenses under Section 503 of the Code to professionals, specifically James R. Walsh, Esq., debtors counsel, as well as any other such professionals hereafter retained with Court approval, to the extent the same shall be allowed by the Court, after notice and hearing as required by law.
- $14.\ \underline{\text{CLASS}}\ 14-\ \text{Class}\ 14$  consists of the allowed amount of the holders of timely filed (or deemed timely filed) general unsecured claims not entitled to priority.
- $15.\ \underline{\text{CLASS}}\ 15-\ \underline{\text{Class}}\ 15$  shall be deemed to be the equity interest holders in he Debtor.

#### ARTICLE III.

## DEBTORS PLAN OF REORGANIZATION DATED MAY 31, 2002

Class 1 shall be allowed in the amount of \$2,303,878.89, of which amount \$ \_\_\_\_\_\_ shall be deemed the principal balance, and \$ \_\_\_\_\_ shall be accrued interest, with the residue being late charges and other such charges. The Class 1 claimant shall retain its security interest in the equipment, inventory, receiveables, and any other assets provided for in the Security Agreement, together with all accessions and additions thereto, whether now existing or hereinafter acquired.

Commencing on the 15<sup>th</sup> day of the month following the "effective date", the Debtor shall commence making monthly payments of \$13,510.00 per month, which payments shall be applied first to charges that accrue post confirmation, then to interest accruing post confirmation as herein provided, and thereafter to principal reduction.

Interest shall accrue on said claim at the rate of 10.0% per annum from the "effective date" until the Adjusted Claim 1 Obligation shall be paid in full as provided for herein, and said rate shall

remain in effect regardless of default, acceleration, maturity, the entry of judgment, or any similar event.

Said monthly payments of \$13,510.00 shall be paid for a period of 48 months, and shall be applied as set forth above.

Thereafter, upon the 48<sup>th</sup> monthly anniversary date of the "effective date", the Debtor shall make a final Balloon Payment of the entire balance due upon the Class 1 obligation, which, provided the Debtor has not defaulted upon the payments due under the terms of this Plan, shall not exceed \$1,400,000.00, it being agreed that if the amounts due exceed \$1,400,000.00, the payment of said amount shall be accepted as payment in full, and the obligation(s) shall be deemed paid in full, satisfied, discharged, and any amounts in excess of said amount shall be deemed forgiven, discharged, and paid in full. In the event of a default in the payment of the amounts due hereunder which shall not be "cured" within any applicable "cure period", the limitation and forgiveness provisions relating to the Class 1 claim shall not be applicable.

Except as herein otherwise set forth, all other terms, conditions and provisions of the note and security agreement securing the same shall govern and control the obligation and security.

The claimant shall be precluded from enforcing its liens/ claims for so long as the Reorganized Debtor is not in excess of 30 days in arrears in making payments to said claimant or in default of any term of the Security Agreement(s). In the event that the Reorganized Debtor becomes in excess of 30 days in arrears in said payments, should the same not be "cured" within 5 days of receipt by the Reorganized Debtor of written notice of default, the claimant shall be permitted to enforce its claims as permitted by law, including but not limited to enforcing its lien(s) as permitted by law.

In the event that the Reorganized Debtor commit a non-monetary default, should the same not be "cured" within 30 days of receipt by the Reorganized Debtor of written notice of default, the claimant shall be permitted to enforce its claims as permitted by law, including but not limited to enforcing its lien(s) as permitted by law, unless the default is not capable of being cured in said period, in which case if the debtor provides a written Plan to cure the default within a reasonable period of time and proceeds to commence the cure pursuant to said Plan and continues with due diligence until the cure is effected, the enforcement of the claim(s) and lien(s) shall be stayed.

Upon payment of the amounts provided for herein, said claim(s) shall be deemed satisfied and paid in full, and the lien(s) securing the same shall be satisfied forthwith by the claimant, and the same shall, as a matter of law, be deemed satisfied even if not satisfied of record by the claimant, and further, to the extent that the security was effected via the retention of title/ownership of the collateral, good and marketable title thereto, free and clear of any

security interest, right, interest or claim of any third party against the Claimant or the collateral (not created as the result of actions by or against the Reorganized Debtor) shall be transferred to the Reorganized Debtor IN AS IS WHERE IS CONDITION, without warranties of any kind or nature, title alone excepted.

The restructuring of the Class 1 obligation as provided for herein and the substitution of the Adjusted Class 1 Obligation for the existing obligations of the Debtor to the Class 1 Claimant shall not operate to discharge the guarantors of the existing obligations, but rather, the Guarantors shall become the Guarantors of the Adjusted Class 1 Obligation, in substitution for their guaranties upon the existing class 1 obligations.

Classes 2, 3, 5 and 6 shall be paid in accord with the terms of the notes, security agreements, and related documents evidencing said claims, as fully and completely as if the instant proceeding shall not have been commenced, provided however, that to the extent that arrearages have accrued upon the obligations prior to or since the commencement of this case, no interest or other charges shall be deemed to have accrued post-petition, and further, the maturity date shall be extended to allow for the contractual payment, resuming on the 15<sup>th</sup> day of the month following the month in which the "effective date" occurs, to amortize and satisfy the obligation over the remaining life of the each obligation, assuming that the months in which payments were not made had not been included within the original amortization period(s).

The claimant(s) shall be precluded from enforcing their liens/ claims for so long as the Reorganized Debtor is not in excess of 30 days in arrears in making payments to said claimant or in default of any term of the Security Agreement(s). In the event that the Reorganized Debtor becomes in excess of 30 days in arrears in said payments, should the same not be "cured" within 5 days of receipt by the Reorganized Debtor of written notice of default, the claimant shall be permitted to enforce its claims as permitted by law, including but not limited to enforcing its lien(s) as permitted by law.

In the event that the Reorganized Debtor commit a non-monetary default, should the same not be "cured" within 30 days of receipt by the Reorganized Debtor of written notice of default, the claimant shall be permitted to enforce its claims as permitted by law, including but not limited to enforcing its lien(s) as permitted by law, unless the default is not capable of being cured in said period, in which case if the debtor provides a written Plan to cure the default within a reasonable period of time and proceeds to commence the cure pursuant to said Plan and continues with due diligence until the cure is effected, the enforcement of the claim(s) and lien(s) shall be stayed.

Upon payment of the amounts provided for herein as to said claim(s), said claim(s) shall be deemed satisfied and paid in full,

and the lien(s) securing the same shall be satisfied forthwith by the claimant, and the same shall, as a matter of law, be deemed satisfied even if not satisfied of record by the claimant, and further, to the extent that the security was effected via the retention of title/ownership of the collateral, good and marketable title thereto, free and clear of any security interest, right, interest or claim of any third party against the Claimant or the collateral (not created as the result of actions by or against the Reorganized Debtor) shall be transferred to the Reorganized Debtor IN AS IS WHERE IS CONDITION, without warranties of any kind or nature, title alone excepted.

All other terms and conditions of the Class 2, 3, 5 and 6 loan documents shall remain in full force and effect.

The security for the Class 4 obligation was heretofore surrendered to the Claimant, and as such, no further provision is made for Class 4, as the same has been eliminated by the surrender to the Claimant of the collateral.

Commencing upon the 15<sup>th</sup> day of the month following the month in which the "effective date" occurs, Reichdrill shall commence making monthly payments to the Class 7 claimant in the amount of \$500 per month, until such time as the allowed amount of the claim shall be paid in full. The claimant shall retain its security interest in the collateral securing the same, and in the event of a default in payment in excess of 15 days after written notice of non-payment, the entire balance shall become due and payable, and the Claimant shall be permitted to enforce its security interest as permitted by law.

Commencing upon the 15<sup>th</sup> day of the month following the month in which the "effective date" occurs, Reichdrill shall commence making monthly payments to the Class 8 claimant in the amount of \$1,000 per month, until such time as the allowed amount of the claim shall be paid in full. The claimant shall retain its security interest in the collateral securing the same, and in the event of a default in payment in excess of 15 days after written notice of non-payment, the entire balance shall become due and payable, and the Claimant shall be permitted to enforce its security interest as permitted by law.

Upon the "effective date", the claims of the Class 10 and 11 Claimants shall be paid in full, unless the Debtor and the Claimant shall otherwise agree upon extended payment terms.

Amounts due to Class 12 shall be paid as and when the same become due and owing, as per the terms of the obligations.

Class 13 shall be paid in full upon the later of the "effective date" of the Plan or when allowed by the Court after notice and hearing, and to the extent that the Plan Distribution Fund shall not have sufficient funds in it to so do, the funds to be paid into the Plan Distribution Account shall be used first to pay the same until the same be paid in full.

Class 9 shall, commencing upon the 15<sup>th</sup> day of the month following the month in which the "effective date" occurs, be paid the sum of \$1,000 per month, until the allowed claims within said Class shall be paid in full. Said amount shall be distributed on a pro-rata basis to the holders of claims within said Class, and interest shall accrue on the outstanding balance from the "effective date" until paid in full at the rate of 8% per annum. All payments shall be applied first to accrued interest, then to principal reduction. Should the Debtor become in excess of 15 days in arrears of payments due hereunder, the Claimants within Class 9 shall be entitled to enforce their claims as permitted by law.

Class 14 shall, commencing upon the 15th day of the month following the month in which the "effective date" occurs, be paid the sum of \$4,000 per month until the Class 9 claims shall be paid in full, at which time the monthly payment shall increase to \$5,000 per month, until such time as the sum of \$360,000 shall have been distributed to the holders of allowed Class 14 claims, with said amounts to be distributed pro-rata on at least a quarterly basis. Should the Debtor become in excess of 30 days in arrears of payments due hereunder, the Claimants within Class 14 shall be entitled to enforce their claims to the extent that the same would have received payment had all payments due the Class 14 Claimants been paid and had the Claimant enforcing the claim received its pro-rata portion of the said amounts, calculated as if the entire balance due the Class pursuant hereto had been accelerated and become due upon the expiration of the default period, as permitted by law. The aforesaid provisions notwithstanding, the entire amount due to Class 14 claimants pursuant hereto shall be paid in not more than 72 months.

Class 15 shall retain its equity interest, provided, however, no amounts shall be paid to Class 15 until such times as all amounts due to Classes 13, 9, and 14 have been paid in full.

The "effective date" of the Plan shall be 45 days from the date the order of confirmation becomes final.

## ARTICLE IV SPECIFICATION OF IMPAIRED CLASSES

Class 1 is impaired. Although it will retain its security interest and collateral, it will be paid in at a reduced amount, projected to be in excess of \$900,000, with interest reflective of todays market. Its repayment term will be extended to 4 years, and the payments due thereon reduced, to be more reflective of the Debtors' cash flow.

Classes 2, 3, 5, and 6 are impaired. Although they will retain their security interests and collateral, and will be paid in full, with interest, the repayment term will be extended without requiring a "cure" of the arrearages, to be more reflective of the Debtors' cash flow.

Class 4 is impaired, as its security was returned to it, and it will receive no additional amounts under the Plan.

Classes 7 and 8 are impaired. They will be paid in full (unless avoided if not perfected), however, the payment has been reduced, and will be made prospectively, with no "cure" of the arrearages.

Classes 10 and 11 are not impaired, as they will be paid in full on the "effective date", unless the claimant and the Debtor agree to other terms.

Class 12 is not impaired, as it is being as agreed per the terms of the obligations.

Class 13 is impaired, as it will not be paid in a lump sum, but will be paid over a period of time in monthly installments.

Class 9 is impaired, as although it will be paid in full with interest, it will be paid over a period of time.

Class 14 is impaired. It will receive a finite sum, \$360,000, which will be paid out pro-rata to the holders of allowed claims in said class.

Class 15 is impaired. Class 15 is impaired, as although the claimants is said class will retain their equity interests, they will not be permitted to receive any distribution or payment on account of the same until all amounts due Classes 9, 13 and 14 have been paid in full.

## ARTICLE V. POST- CONFIRMATION MANAGEMENT OF DEBTOR

It is anticipated, absent a catastrophic health crisis or some similar event, that Andrew Drebitko, Jr., the President of the Debtor, and Douglas K. Burnsworth, the Vice-President, Secretary and Treasurer, will continue to manage and control the business operations of the Reorganized Debtor.

#### VI. MISCELLANEOUS PROVISIONS

- Until such time as a final decree is entered by the Court closing this case, the Court shall retain jurisdiction to determine all matters related to the Plan, pre-confirmation claims against the estate, and the validity, extent, and priority of liens and claims and/or matters related thereto as well as any other matter affecting the debtors ability to perform under the provisions of this Plan, and/or any amendments thereof.
- 2. The aforesaid provisions notwithstanding, in the event a final decree shall be entered, the Court shall nevertheless retain

jurisdiction to adjudicate all pending matters before it.

- 3. The debtor retains the right, despite confirmation of the Plan, and the failure to have objected to a claim for voting purposes, to object to any claim for purposes of receiving a distribution, and/or as to the priority thereof.
- 4. The Court may, after notice and hearing after Motion duly filed by the debtor, grant such extensions of the times provided for in the Plan as the debtor/Reorganized Debtor, for good cause shown, may require.
- 5. In addition to all other powers retained by the Court, and not in limitation thereof, the Court shall have the power to order the cancellation or modification, of record, of any liens filed prior to the commencement of the case, and/or prior to confirmation, to the extent that the records fail to reflect the post-confirmation status thereof as provided for in this Plan.
- 6. In addition to all other powers retained by the Court, and not in limitation thereof, the Court shall retain the jurisdiction to rule upon and correct, if deemed necessary, all omissions, ambiguities, and/or inconsistencies in the Plan.
- 7. Upon confirmation, except to the extent otherwise specifically provided in this Plan regarding the retention of or granting of liens to the enumerated classes on the enumerated personalty, all of the debtor's property shall, pursuant to Section 1141(c) of the Code, revest in the Reorganized Debtor, free and clear of any and all claims, liens, charges, security interests, mortgages and/or interests of creditors whose claims arose pre-confirmation, the said obligations being replaced exclusively by the obligations of the Reorganized Debtor under the Plan. Title to the various items of realty and personalty shall vest/revest in the Reorganized Debtor.

Liens and or claims, whether voluntary or involuntary, consensual or non-consensual, of record and for which the Plan does not expressly provide shall maintain their existence and continue post-confirmation shall be deemed satisfied and discharged, and shall no longer encumber the interest in the subject personalty or realty, the same being declared and determined to be void, discharged and satisfied.

- 8. Subsequent to the entry of the order of confirmation, the Reorganized Debtor shall continue to have full power and authority to continue the then pending claims litigation and/or to commence the same, to compromise the same (subject to Court approval after notice), and to otherwise act in the best interest of the debtor and its creditors, provided however, it shall have no authority to take any action contrary to or in derogation of the terms of this Plan.
- 9. Except to the extent governed by the laws of the United States, including but not limited to Title 11, the provisions hereof shall be governed by and construed in accordance with the laws of the

#### Commonwealth of Pennsylvania:

- 10. Under the facts of this case, the debtor is pursuant to Section 1141(d)(1), entitled to a discharge, and the effect of the entry of the order of confirmation shall be to grant the debtor/Reorganized Debtor a discharge to the full extent provided for under Section 1141 of the Code.
- 11. The granting of a discharge shall constitute a determination that there are no nondischargeable claims owed by the debtor/Reorganized Debtor.
- 12. Except to the extent that a lease/ executory contract was assumed prior to confirmation pursuant to 11 U.S.C. Section 365, all leases/executory contracts of the debtors/ estates shall be deemed rejected at the time of confirmation, and all claims arising therefrom are discharged, with the exception of the lease between the Debtor and Robert Vali under which the Debtor is occupying the commercial land upon which it is operating.
- 13. Subsequent to the entry of the order of confirmation, the debtor/Reorganized Debtor shall continue to have full power and authority to, prior to the entry of a final decree, commence causes of action under Sections 541-551 of the Code, and to continue the then pending matters as are filed as of the entry of the final decree and/or to compromise the same (subject to Court approval after notice), and to otherwise act in the best interest of the debtor and its creditors regarding the same, provided however, it shall have no authority to take any action contrary to or in derogation of the terms of this Plan.

Respectfully Submitted,

SPENCE, CUSTER, SAYLOR, WOLFE & ROSE

James R. Walsh, Esquire

400 U.S. Bank Building

P.O. Box 280

Johnstown, PA 15907

(814) 536-0735

Pa. I.D. #27901

Attorneys for Debtor-in-Possession

JRW/Laptop/Reichdrill, Inc./Plan 5-31-02, amended 6-01-02

# IN THE UNITED STATES BANKRUPTCY COURT FOR THE WESTERN DISTRICT OF PENNSYLVANIA

IN RE:		<b>;</b>				
REICHDRILL, I	NC.	:	Bankruptc	_	01-30627	BM
Deb	tor	:	Chapter 1	1		
*****	******	: ****	*****	****	*****	*****
	BALLOT FOR AC	СЕРТ	NG OR REJE	СТТИС		
	DEBTOR'S PLA	N OF	REORGANIZA			
	DATED	MAY 3	31, 2002			
thereby made betwo-thirds in claimants in the holders of	referred to in poinding on you i amount and more each class actual two-thirds in sts actually vot	f it than lly v amoun	is accepte one-half oting on t t and one-	d by t in num he Pla half i	the holder aber of than, as well	rs of ne ll as
Court may never the Plan accor Class/Classes	vent the requisi- ertheless confir eds the fair and rejecting it re- isfies the requi	m the equi quire	Plan if th table tread d by under	he Cou tment the C	rt finds to the code and	that
COUNT, YOU MUS WALSH, ESQUIRE	OUR VOTE FOR OR OT COMPLETE AND 12. AT SPENCE, CU: O. BOX 280, JOHN 2002.	RETUR STER,	N THIS BALL SAYLOR, WO	LOT TO	JAMES R. ROSE, 40	00 U.S.
The under the holder of Reorganizatior	ssigned, a credit a Class cla n dated as of May	tor of aim, a	f the above as classifi 2002.	e-name ied in	d Debtor, the Plar	is n of
[ ] ACCEPTS	esigned hereby (of or [ ] REJECTS	s the	Plan of Re			f
Print or type	name of Creditor	c:				
	Signed	d:			<del></del> -	
	Title	∋:				
	Address	3:				

AUG — 5 20**02** 

# IN THE UNITED STATES BANKRUPTCY COURT FOR THE WESTERN DISTRICT OF PENNSYLVANIA

IN RE:

REICHDRILL, INC.,

Bankruptcy No. 01-30627-BM

:

Debtor

Chapter 11

ORDER APPROVING DISCLOSURE STATEMENT,
FIXING TIME FOR FILING ACCEPTANCES OR REJECTIONS OF PLAN,
FIXING TIME FOR HEARING ON PLAN CONFIRMATION, AND
SETTING LAST DAY FOR FILING A COMPLAINT OBJECTING TO DISCHARGE
COMBINED WITH NOTICE THEREOF

AND NOW, at Pittsburgh this <u>2nd</u> day of <u>August</u>, 2002, a <u>Disclosure Statement</u> In Support Of Plan Of Reorganization Of Debtor-In-Possession Dated May 31, 2002, having been filed under chapter 11 of the Bankruptcy Code by <u>Debtor</u>, and it having been determined after notice and hearing that the disclosure statement contains adequate information;

IT IS ORDERED, ADJUDGED and DECREED, and notice is hereby given, that:

- (1) The Disclosure Statement Dated May 31, 2002, is APPROVED.
- (2) The <u>20th</u> day of <u>September</u>, 2002 is fixed as the last day for filing written acceptances or rejections to the plan referred to above and the last day to file claims not already barred by operation of law or rule or order of this court.
- (3) Within 10 days after the entry of this order, the disclosure statement, plan, a copy of this order, and a ballot conforming to Official Form No. 14 shall be mailed to all creditors, equity security holders, and other parties in interest, and shall be transmitted to the United States Trustee, as provided in Fed.R.Bankr.P. 3017(d).

(4) The <u>27th</u> day of <u>September</u>, 2002, at <u>10:00 AM</u> in Courtroom B, First Floor, Penn Traffic Building, 319 Washington Street, Johnstown, Pennsylvania 15907, is the time and place fixed for hearing on confirmation of the plan.

NOTE: Video Conferencing equipment has been installed in Courtroom B in Johnstown, Pennsylvania and also in Courtroom D in Pittsburgh, Pennsylvania. Please contact the Courtroom Deputy at 412-644-4821 one day prior to the above scheduled hearing date to verify if Judge Markovitz will be utilizing the video conferencing equipment and if you will be permitted to attend the above hearing in either the Pittsburgh or Johnstown courtroom or only in the Johnstown courtroom.

- (5) The <u>20th</u> day of <u>September</u>, 2002, is fixed as the last day for filing and serving written objections to confirmation of the plan, pursuant to Rule 3020(b)(1).
- (6) Pursuant to Bankruptcy Rule 4004(a), the last day for filing a complaint objecting to discharge, if applicable, shall not be later than **September 27, 2002**.

BERNARD MARKOVITZ U.S. Bankruptcy Judge

cm: James R. Walsh, Esq.

AUG 2 2002

CLERK, U.S. BANKRUPTCY COURT WEST DIST OF PENNSYLVANIA

#### UNITED STATES BANKRUPTCY COURT Western District of Pennsylvania

178 - 176 emar

In re:

Bankruptcy Case No.: 01-30627-BM

Doc. # 176 Chapter: 11

Hearing Date: 7/7/05 at 01:30 PM

Reichdrill, Inc. 25–1470700 Debtor(s)

#### ORDER SETTING DATE CERTAIN FOR RESPONSE AND HEARING ON MOTION

AND NOW, this The 16th of May, 2005, a Motion To Reopen Case To Enforce Chapter 11 Plan having been filed by the Creditors' Committee in the above-captioned proceeding,

#### IT IS HEREBY ORDERED THAT:

- 1. Counsel for the moving party shall serve immediately, pursant to Fed.R.Bankr.P.7004, a copy of this Order and the Motion upon all parties from whom relief is sought and their counsel. Additionally, all equity security holders in Chapter 11 bankruptcy cases, if any, are to be served. Counsel for the Moving Party shall then file a Certificate of Service. Failure to properly serve the Motion or file the Certificate may result in dismissal of the above—captioned proceeding.
- 2. Any Response, including a consent to the Motion, shall be filed with the Clerk's Office, 5414 U.S. Steel Tower 600 Grant Street Pittsburgh, PA 15219 by 6/30/05. Any response should be served on the Moving Party and their counsel.
- 3. Said Motion is scheduled for hearing on 7/7/05 at 01:30 PM in First Floor, Penn Traffic Building, 319 Washington Street, , Johnstown, PA 15901 at which time the parties and/or their counsel shall appear and the Court will dispose of the Motion.
  - \*\*\*\*\*\*\* NOTE: Video Conferencing equipment has been installed in Courtroom B in Johnstown, Pennsylvania and also in Courtroom C in Pittsburgh, Pennsylvania. Please contact the Courtroom Deputy at (412) 644–4821 one day prior to the above scheduled hearing date to verify if the Judge will be utilizing the video conferencing equipment and if you will be permitted to attend the above hearing in either the Pittsburgh or Johnstown courtroom or only in the Johnstown courtroom.
- 4. If service was properly made and Respondent(s) fail to file a Response by the above-specified date, the Court may determine after review of the motion that no hearing is required and accordingly enter the Order by default.

TO DETERMINE IF A DEFAULT ORDER HAS BEEN SIGNED, THE MOVING PARTY IS DIRECTED TO THE WEB SITE OF THE U.S. BANKRUPTCY COURT FOR THE WESTERN DISTRICT OF PENNSYLVANIA AT www.pawb.uscourts.gov ONE DAY PRIOR TO THE SCHEDULED HEARING DATE. REFER TO THE CALENDAR SECTION TO VIEW THE CALENDAR FOR JUDGE Bernard Markovitz.

In the event a default order has been signed, the Moving Party shall thereafter advise all affected parties. If a default order has not been signed, the parties will be required to appear in Court at the hearing on the above date and time.

5. A maximum of 10 minutes has been allotted to hear this matter. Should this matter require more than 10 minutes, the parties are required to so notify the Courtroom Deputy immediately.

Bernard Markovitz Judge

cm: Steven S. Hurvitz, Esq.

#### UNITED STATES BANKRUPTCY COURT Western District of Pennsylvania

146-143 emar

In re:

Bankruptcy Case No.: 01 - 30627 - BM Doc. #143

Chapter 11

Reichdrill, Inc.

Employer Tax ID: 25-1470700 Debtor(s)

#### NOTICE

#### TO ALL CREDITORS AND PARTIES IN INTEREST:

NOTICE IS HEREBY GIVEN that a Second Amended Application For Approval Of Interim Compensation, Requesting Fees In The Amount Of \$10,759.90 And Expenses In The Amount Of \$807.86 For The Period From May 3, 2002, Through April 23, 2003. has been filed in the above-mentioned estates by: Steven S. Hurvitz, Esq., Of McQuaide, Blasko, Schwartz, Fleming & Faulkner, Inc., Counsel For The Reichdrill Creditors' Committee,

Said Motion has been filed with the Clerk of the U.S. Bankruptcy Court in Room 5414 U.S. Steel Tower, 600 Grant Street, Pittsburgh, Pennsylvania 15219, and is available for public inspection or for the purpose of copying.

THAT 07/10/03, at 01:30 PM is fixed for hearing on this matter in Courtroom B, First Floor Penn Traffic Building, 319 Washington Street, Johnstown, Pennsylvania 15901\* and the last day for filing of Objections to the above Motion is 07/03/03.

\* NOTE: Video Conferencing equipment has been installed in Courtroom B in Johnstown, Pennsylvania and also in Courtroom D in Pittsburgh, Pennsylvania. Please contact the Courtroom Deputy at 412-644-4821 one day prior to the above scheduled hearing date to verify if Judge Markovitz will be utilizing the video conferencing equipment and if you will be permitted to attend the above hearing in either the Pittsburgh or Johnstown courtroom or only in the Johnstown courtroom.

Should you file an Objection, the Objection should specifically state the nature of the complaint. If you file an Objection, you are expected to be present at the scheduled hearing.

If no OBJECTION is filed, by the above-specified date, the Court may determine after review of the Motion that no hearing is required and accordingly enter the Order by default.

TO DETERMINE IF A DEFAULT ORDER HAS BEEN SIGNED, THE MOVING PARTY IS DIRECTED TO THE WEB SITE OF THE U.S. BANKRUPTCY COURT FOR THE WESTERN DISTRICT OF PENNSYLVANIA AT www.pawb.uscourts.gov ONE DAY PRIOR TO THE SCHEDULED HEARING DATE. REFER TO THE CALENDAR SECTION TO VIEW THE CALENDAR FOR JUDGE MARKOVITZ.

In the event a default order has been signed, the Moving Party shall thereafter advise all affected parties. If a default order has not been signed, the parties will be required to appear in Court at the hearing on the above date and time.

Dated at Pittsburgh, Pennsylvania this The 12th day of June, 2003

Theodore S. Hopkins
Clerk, U.S. Bankruptcy Court
5414 U.S. Steel Tower
600 Grant Street
Pittsburgh, PA 15219

By: Elsie Martin
Courtroom Deputy

121,127

#### UNITED STATES BANKRUPTCY COURT Western District of Pennsylvania

136-

emar

In re:

Bankruptcy Case No.: 01 - 30627 - BM Motion Nos. 03-0172M and 03-0408M Chapter 11

Reichdrill, Inc. Employer Tax ID: 25-1470700 Debtor(s)

#### NOTICE

#### TO ALL CREDITORS AND PARTIES IN INTEREST:

NOTICE IS HEREBY GIVEN that a (n) Application/AMENDED Application For Approval Of Interim Compensation, Requesting Fees Of \$10,367.50 For The Period Of 5/3/02 Through 11/29/02 And Expenses Of \$767.23 For The Period 5/7/02 Through 12/6/2002 has been filed in the above-mentioned estates by: McQuaide, Blasko, Schwartz, Fleming & Faulkner, Inc., By Steven S. Hurvitz, Counsel For The Reichdrill Creditors' Committee,

Said Motion has been filed with the Clerk of the U.S. Bankruptcy Court in Room 5414 U.S. Steel Tower, 600 Grant Street, Pittsburgh, Pennsylvania 15219, and is available for public inspection or for the purpose of copying.

THAT 07/10/63, at 10:30 AM is fixed for hearing on this matter in Courtroom B, First Floor Penn Traffic Building, 319 Washington Street, Johnstown, Pennsylvania 15901\* and the last day for filing of Objections to the above Motion is 07/03/03.

NOTE: Video Conferencing equipment has been installed in Courtroom B in Johnstown, Pennsylvania and also in Courtroom D in Pittsburgh, Pennsylvania. Please contact the Courtroom Deputy at 412-544-4821 one day prior to the above scheduled hearing date to verify if Judge Markovitz will be utilizing the video conferencing equipment and if you will be permitted to attend the above hearing in either the Pittsburgh or Johnstown courtroom or only in the Johnstown courtroom.

Should you file an Objection, the Objection should specifically state the nature of the complaint. If you file an Objection, you are expected to be present at the scheduled hearing.

If no OBJECTION is filed, by the above-specified date, the Court may determine after review of the Motion that no hearing is required and accordingly enter the Order by default.

TO DETERMINE IF A DEFAULT ORDER HAS BEEN SIGNED, THE MOVING PARTY IS DIRECTED TO THE WEB SITE OF THE U.S. BANKRUPTCY COURT FOR THE WESTERN DISTRICT OF PENNSYLVANIA AT www.pawb.uscourts.gov ONE DAY PRIOR TO THE SCHEDULED HEARING DATE. REFER TO THE CALENDAR SECTION TO VIEW THE CALENDAR FOR JUDGE MARKOVITZ.

In the event a default order has been signed, the Moving Party shall thereafter advise all affected parties. If a default order has not been signed, the parties will be required to appear in Court at the hearing on the above date and time.

Dated at Pittsburgh, Pennsylvania this The 30th day of May, 2003

Theodore S. Hopkins Clerk, U.S. Bankruptcy Court 5414 U.S. Steel Tower 600 Grant Street Pittsburgh, PA 15219

By: Elsie Martin
Courtroom Deputy

## UNITED STATES BANKRUPTCY COURT Western District of Pennsylvania

137-134 emar

In re:

Bankruptcy Case No.: 01 - 30627 = BM

Doc. #134 Chapter 11

Reichdrill, Inc.

Employer Tax ID: 25-1470700 Debtor(s)

#### NOTICE

#### TO ALL CREDITORS AND PARTIES IN INTEREST:

NOTICE IS HEREBY GIVEN that a Motion For Allowance Of Professional Compensation Requesting Fees In The Amount Of \$20,505.00 And Expenses In The Amount Of \$1,905.78 For The Period From 4/12/01 Through 5/9/03 has been filed in the above-mentioned estates by: James R. Walsh, Esq., And Spence, Custer, Saylor, Wolfe & Rose, Counsel For The Debtor,

Said Motion has been filed with the Clerk of the U.S. Bankruptcy Court in Room 5414 U.S. Steel Tower, 600 Grant Street, Pittsburgh, Pennsylvania 15219, and is available for public inspection or for the purpose of copying.

THAT 07/10/03, at 01:30 PM is fixed for hearing on this matter in Courtroom B, First Floor Penn Traffic Building, 319 Washington Street, Johnstown, Pennsylvania 15901\* and the last day for filing of Objections to the above Motion is 07/03/03.

\* NOTE: Video Conferencing equipment has been installed in Courtroom B in Johnstown, Pennsylvania and also in Courtroom D in Pittsburgh, Pennsylvania. Please contact the Courtroom Deputy at 412-644-4821 one day prior to the above scheduled hearing date to verify if Judge Markovitz will be utilizing the video conferencing equipment and if you will be permitted to attend the above hearing in either the Pittsburgh or Johnstown courtroom or only in the Johnstown courtroom.

Should you file an Objection, the Objection should specifically state the nature of the complaint. If you file an Objection, you are expected to be present at the scheduled hearing.

If no OBJECTION is filed, by the above-specified date, the Court may determine after review of the Motion that no hearing is required and accordingly enter the Order by default.

TO DETERMINE IF A DEFAULT ORDER HAS BEEN SIGNED, THE MOVING PARTY IS DIRECTED TO THE WEB SITE OF THE U.S. BANKRUPTCY COURT FOR THE WESTERN DISTRICT OF PENNSYLVANIA AT www.pawb.usccurts.gov ONE DAY PRIOR TO THE SCHEDULED HEARING DATE. REFER TO THE CALENDAR SECTION TO VIEW THE CALENDAR FOR JUDGE MARKOVITZ.

In the event a default order has been signed, the Moving Party shall thereafter advise all affected parties. If a default order has not been signed, the parties will be required to appear in Court at the hearing on the above date and time.

Dated at Pittsburgh, Pennsylvania this The 30th day of May, 2003

Theodore S. Hopkins Clerk, U.S. Bankruptcy Court 5414 U.S. Steel Tower 600 Grant Street Pittsburgh, PA 15219

By: Elsie Martin
Courtroom Deputy

# UNITED STATES BANKRUPTCY COURT Western District of Pennsylvania

138-135 emar

In re:

Bankruptcy Case No.: 01 - 30627 - BM Doc. #135 Chapter 11

Reichdrill, Inc. Employer Tax ID: 25-1470700 Debtor(s)

#### ORDER SETTING DATE CERTAIN FOR RESPONSE AND HEARING ON MOTION

AND NOW, this The 30th day of May, 2003, a Motion For Final Decree having been filed by the Debtor in the above-captioned proceeding,

#### IT IS HEREBY ORDERED THAT:

- 1. Counsel for the moving party shall serve immediately, pursant to Fed.R.Bankr.P.7004, a copy of this Order and the Motion upon all parties from whom relief is sought and their counsel. Additionally, all equity security holders in Chapter 11 bankruptcy cases, if any, are to be served. Counsel for the Moving Party shall then file a Certificate of Service. Failure to properly serve the Motion or file the Certificate may result in dismissal of the above-captioned proceeding.
- Any Response, including a consent to the Motion, shall be filed with the Clerk's Office, U.S. Bankruptcy Court 5414 U.S. Steel Tower 600 Grant Street Pittsburgh, PA 15219 by 07/03/03. Any response should be served on the Moving Party and their counsel.
- 3. Said Motion is scheduled for hearing on 07/10/03 at 01:30 PM in Courtroom B First Floor, Penn Traffic Building 319 Washington Street Johnstown, PA 15901 at which time the parties and/or their counsel shall appear and the Court will dispose of the Motion.

\*\*\*\*\*\*\* NOTE: Video Conferencing equipment has been installed in Courtroom B in Johnstown, Fennsylvania and also in Courtroom D in Pittsburgh, Pennsylvania. Please contact the Courtroom Deputy at 412-644-4821 one day prior to the above scheduled hearing date to verify if Judge Markovitz will be utilizing the video conferencing equipment and if you will be permitted to attend the above hearing in either the Pittsburgh or Johnstown courtroom or only in the Johnstown courtroom.

4. If service was properly made and Respondent(s) fail to file a Response by the above-specified date, the Court may determine after review of the motion that no hearing is required and accordingly enter the Order by default.

TO DETERMINE IF A DEFAULT ORDER HAS BEEN SIGNED, THE MOVING PARTY IS DIRECTED TO THE WEB SITE OF THE U.S. BANKRUPTCY COURT FOR THE WESTERN DISTRICT OF PENNSYLVANIA AT <a href="https://www.pawb.uscourts.gov">www.pawb.uscourts.gov</a> ONE DAY PRIOR TO THE SCHEDULED HEARING DATE. REFER TO THE CALENDAR SECTION TO VIEW THE CALENDAR FOR JUDGE Bernard Markovitz.

In the event a default order has been signed, the Moving Party shall thereafter advise all affected parties. If a default order has not been signed, the parties will be required to appear in Court at the hearing on the above date and time.

5. A maximum of 10 minutes has been allotted to hear this matter. Should this matter require more than 10 minutes, the parties are required to so notify the Courtroom Deputy immediately.

cm: James R. Walsh, Esq.

Bernard Markovitz
U.S. Bankruptcy Judge